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# Support Staff Employee Handbook Howards Grove School District

This handbook pertains to all  
Howards Grove School District Support Staff  
(Employees Classified as Non-Exempt Employees by Fair Labor Standards Act)

*Adopted December 17, 2012*

*Revised December 16, 2013*

*Revised August 15, 2016*

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The Howards Grove School District does not discriminate in the employment of support staff on the basis of any characteristic protected under State or Federal law including, but not limited to, race, color, age, sex, creed or religion, handicap or disability, marital status, genetic information, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, or any other characteristic protected by law in its employment practices. (Board Policy 4122)

## INTRODUCTION

At first glance, the Support Staff Employee Handbook may only seem to be a collection of information about policies and procedures, but policies and procedures have meaning only as they apply to people and as people work with them.

A school has no significance by itself. The success of Howards Grove School District depends upon the people who work here - both staff and students. The school is not impersonal, segregated and isolated. A school is a group of people working together to achieve a common purpose. At Howards Grove Schools, our purpose is to promote and provide the finest program of elementary and secondary education to be found anywhere.

Each person associated with the Howards Grove School District - whether it is student, faculty member, office personnel, custodial staff, administrator, board member, food service personnel, substitute teacher, coach, or any other - contributes to the success of the institution. Each adds something vital to the achievement of our goal. You and your work are important to the Howards Grove School District.

This handbook is prepared to help you understand the policies which govern the institution and acquaints you with your benefits, rights, and responsibilities as a member of the Howards Grove School District. Although we have done our best to be as comprehensive as possible in this handbook, it is not possible to be all-inclusive in any handbook or policy of all situations or possibilities that may arise.

If, after reading this handbook, you have questions regarding other matters, please feel free to contact Human Resources in the District Office or discuss them with your supervisor. School Board Policies are also available on the District's website. Please let us know how we can help you.

## DEFINITION OF EMPLOYEES COVERED BY SUPPORT STAFF EMPLOYEE HANDBOOK

**Employees classified as non-exempt employees by the Fair Labor Standards Act (FLSA) are employees covered by the Support Staff Employee Handbook. Non-exempt employees are individuals who are NOT exempt from the State and Federal overtime provisions. Non-exempt employees must be paid no less than the minimum wage and receive overtime compensation for all hours worked in excess of forty (40) in the work week. A non-exempt employee may volunteer *in limited circumstances* but never for the same type of services that the individual is employed to perform by the District.**

In general, District positions that are considered Non-Exempt staff positions are teacher aides, library aides, administrative assistants, educational interpreters, custodians, cleaners, food service personnel, noon/playground supervisors, and student employees.

In general, District positions that are considered Exempt staff positions are teachers, administrators, substitute teachers, coaches, and employees in supervisory positions. To qualify as an Exempt employee, employees must generally meet certain tests regarding their job duties and be paid on a salary basis. **Exempt employees are NOT covered by the Support Staff Handbook and should refer to the District's Professional Staff Handbook and/or individual contracts if applicable.**

**Each employee is classified by his/her PRIMARY position only for all work performed for the District. If you have any questions about your classification as an exempt or non-exempt employee, please contact Human Resources in the District Office.**

## **THE HOWARDS GROVE SCHOOL DISTRICT MISSION**

### **MISSION OF THE DISTRICT (Board Policy 2105)**

#### Philosophy of Education

Recognizing our District's youth as its greatest asset, and their education as perhaps the community's greatest single responsibility, the Board of Education and the teaching staff consistently strive to serve the best interests of the youth and the community. It is believed that the best interests of youth are served by a school that is in part described in the following statement of philosophy and purpose. The broad goals of the Howards Grove School District are:

- A. to equip the individual with the fundamental skills of computation, reading, writing, listening, speaking, thinking, decision-making, and computer literacy as tools for further achievement;
- B. to stimulate the individual's curiosity, creativity, independence, and achievement;
- C. to develop in the individual the ability to change and adapt to new problems;
- D. to provide opportunities for the individual to participate in activities which promote appreciation of the fine arts;
- E. to develop in each individual an understanding and an appreciation of the American political and economic system and to be prepared for the responsibilities of citizenship;
- F. to develop in the individual an appreciation of individual human worth in respect to one's self and others;
- G. to provide each individual with a fundamental understanding of science and technology, the influence of science and technology on human life, and the basic scientific and technological facts concerning the nature and the world in which we live;
- H. to stress to each individual that good mental and physical health are necessary to attain full potential; and
- I. to help each individual understand and feel the satisfaction of a job well done, become aware of vocational opportunities, and be prepared to enter an occupation suited to individual abilities and interests.

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<i>(TWO COPIES—ONE FOR STAFF MEMBER TO KEEP; ONE TO RETURN SIGNED)</i>	

**Disclaimer:**

**SUPPORT STAFF EMPLOYEE HANDBOOK PROVISIONS**

The terms described in this Support Staff Employee Handbook may be altered, modified, changed, or eliminated by the School District at any time, with or without prior notice, upon a majority vote of the Board of Education. This handbook cannot be all-inclusive of every possibility or situation that may arise.

This Support Staff Employee Handbook and all provisions contained herein do not establish conditions of employment, are not a guarantee of employment, and are not an employment contract, expressed or implied.

## **PART I: PROCEDURES/WORKING CONDITIONS**

### **EMPLOYER RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Wisconsin, and of the United States. In doing so, the Board of Education exercises all rights of possession, care, control and management of the property, affairs, and operations of the School District, and may do all things reasonable to promote the cause of education in the District, including, but not limited by enumeration to the following:

1. To direct all operations of the District;
2. To maintain efficiency of school systems operations;
3. To take whatever action is necessary to comply with State and Federal law;
4. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
5. To oversee the executive management and administrative control of the school and its properties and facilities, and the supervision and management of employees with regard to work assignments;
6. To contract out for goods or services as the Board of Education may determine appropriate;
7. To determine the methods, means, and personnel by which school system operations are to be conducted;
8. To select employees, establish job criteria, and evaluate employee performance;
9. To hire, promote, transfer, schedule, assign, and evaluate employees in positions within the school system;
10. To place employees on layoff from employment;
11. To create new positions or departments and to introduce new and improved operations, work practices, methods, or facilities and to permanently or temporarily terminate, consolidate, transfer, or modify existing positions, departments, operations, or work practices;
12. To create, combine, modify, and eliminate positions within the School District;
13. To warn, reprimand, suspend, demote, discharge, and take other disciplinary action against employees;
14. To determine the size and composition of the work force, to determine the work to be performed by work force and each employee, and to determine the competence and qualifications of employees;
15. To establish reasonable workloads, work rules, and schedule of work; and
16. To determine work schedules, the hours of work, and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and teaching activities, and the terms and conditions of employment.

## **JOB VACANCIES AND POSTINGS**

All permanent openings for support staff personnel shall be posted on our school district website, in the faculty rooms and the offices of the Supervisor of Buildings and Grounds, the Food Service Supervisor, and the District Office. The school district website may redirect individuals to a website hosting the District's employment opportunities.

A temporary or substitute assignment to a support staff position does not require a position posting.

## **JOB ASSIGNMENT AND TRANSFER**

During the interview process and again as part of the employment orientation process, the employee's immediate supervisor shall review the current job description and explain the nature of the job along with the particular duties, responsibilities, and opportunities connected with the position. Although each employee will be given an explanation of his/her position, we hasten to add at the outset that it is general policy of this school district to keep the staff as flexible as possible. It is the nature of a school enterprise that the various jobs have different periods during which the work load comes to a peak. Hence it is in the best interests of the institution to keep the job descriptions fairly broad. In other words, even though a certain area of work has been designated as your responsibility, it is expected that you will willingly accept other duties from time to time that may be assigned to you when the need arises. Also, other persons may be asked to help you when your work load is temporarily heavy. We would like to have District employees working as a team to accomplish tasks and you will at all times be expected to give your best in helping to achieve this, even if it means assisting in other departments or in other buildings.

## **PROBATIONARY PERIOD**

Each new employee will be hired on the basis of a one-year probationary period. If at the end of one year, the employee's work is satisfactory, he/she will be recommended for regular status. The school reserves the right, however, to terminate the probationary employee before the end of one year, should his/her work be unsatisfactory. Evaluations may occur after 3 months and 6 months. After one year and having gained regular status, an employee may be placed on two months' probation by the Board of Education whenever it deems he/she is not meeting the obligations set forth for his/her area of employment. The employee shall be notified in writing of this action, and specific areas of the job specification not being successfully accomplished by the employee shall be enumerated. If, during the probationary period, the deficiencies previously enumerated are not corrected, the employee may be dismissed. Prior to dismissal, the employee may request a closed hearing with the Board of Education.

### **PHYSICAL EXAMINATIONS (Board Policy 4160)**

All new employees of Howards Grove School District are required to have a physical examination and tuberculosis test prior to employment. This examination is required by state statutes. The cost of the required examination as it pertains to state statutes will be paid by the District. Appointments should be scheduled with Prevea WorkMed. Please call (920) 459-5176. Health examination forms can be obtained from the District website or from the district's human resources department.

Substitute Teachers, Summer and Student help will be required to have a tuberculosis test.

Freedom from tuberculosis in a communicable form is a condition of all employment.

### **CRIMINAL HISTORY RECORD CHECK (Board Policy 4121)**

The District requires an inquiry into the background of each applicant the District Administrator recommends for employment on the District's support staff.

The District Administrator may employ a person on a provisional basis until the report is received.

The District reserves the right to do a criminal background check of any employee at any time during their employment with the district.

### **SUPPORT STAFF DISCIPLINE (Board Policy 4139)**

The District retains the right and the responsibility to manage the work force. When the discipline of a support staff employee becomes necessary, such action shall be consistent with the requirements of any applicable Board policy, and State and Federal law.

Investigation of Possible Criminal Activity: The District may be required to investigate potential wrongdoings on the part of its employees. Such investigations may require that the employee answer questions relating to the activity. Failure to cooperate in an investigation may result in discipline, up to and including termination of the employee. In cases where this possible wrongdoing may involve criminal activity, the District shall inform the employee that answers to questions relating to the employee's conduct may be used by the District for determining appropriate discipline, but will not be provided to law enforcement officials in the course of their independent criminal investigation, unless otherwise required by law. Employees must also be informed that refusal to answer questions may be considered in determining discipline.

Staff may be disciplined for violations of Board policy or for other failures to meet the expectations and obligations of their position. No employee may be subject to arbitrary or capricious disciplinary action.

Disciplinary action will normally follow a progressive discipline model that is designed to correct inappropriate conduct on the part of employees. Progressive discipline will generally progress as follows:

- A. Oral Reprimand, with a written record placed in the employee file

- B. Written Warning
- C. Suspension, the length of which is determined by the administration to effect the corrective goal of discipline; and
- D. Termination, pursuant to Policy 4140

The District Administrator may skip one or all steps in the progressive discipline model when she/he deems that the severity of the offense requires more substantial discipline, or in the case of termination, where the District Administrator determines that the conduct is so egregious as to require the employee's immediate termination of employment, consistent with Policy 4140.

All instances of staff discipline are subject to the employee grievance procedure, set forth in Policy 4340.

### **GRIEVANCE PROCEDURE (Board Policy 4340)**

It is the policy of the District to treat all employees equitably and fairly in matters affecting their employment. Each employee of the District shall be provided an opportunity to understand and resolve matters affecting employment that the employee believes to be unjust. This section shall apply to all regular full-time, part-time, limited, temporary, and seasonal employees.

This procedure is available in the case of any employee's disagreement with discipline or termination of employment, as well as any matter relating to workplace safety.

A grievance shall mean a dispute concerning an employee's discipline or termination of employment, or a dispute concerning workplace conditions that affect workplace safety. Only one subject matter shall be covered in any one grievance. A written grievance shall contain:

- A. the name and position of the grievant;
- B. a clear and concise statement of the grievant;
- C. the issue involved;
- D. the relief sought;
- E. the date the incident or violation took place;
- F. the specific section of the Policy Manual alleged to have been violated;
- G. the signature of the grievant and the date.

All employee grievances must be filed by the aggrieved employee(s). The grievance must be filed within five (5) working days after the employee knew or should have known of the cause of such grievance. The following procedures shall be followed:

#### **A. District Administrator**

This grievance shall fully state the details of the problem and suggest a remedy. The District Administrator shall, within five (5) working days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) working days. This step does not apply to any grievance related to action by the Board of Education that directly affects the grievant.

#### **B. Hearing Before an Impartial Hearing Officer**

In the event the matter is not resolved to the employee's satisfaction by the District Administrator, the employee may, within five (5) working days of the date of the written decision of the District Administrator, request in writing that the matter be referred for a hearing before an impartial hearing officer. The Board of Education shall appoint a hearing officer for the purpose of conducting the hearing. The Board may appoint a hearing officer or panel of potential hearing officers from which to select an officer for this purpose either on an ad hoc basis or by resolution adopted for a school year and delegate to the District Administrator the responsibility to arrange for such hearing with one of the selected officers. Each grievance shall be heard by a single hearing officer and such hearings shall be private. The employee and the District may present witnesses, and each side may select one individual to attend the hearing as a representative.

Any employee representative selected shall be at no expense to the District.

#### **C. Board of Education**

In the event that either party is dissatisfied with the hearing officer's decision, that party may within ten (10) working days, present the grievance in writing to the Board, who shall hear the matter within thirty (30) working days after its receipt, unless postponed by mutual agreement. The Board shall, after discussion with appropriate personnel and after hearing the grievance, make a decision by majority vote, which shall be final.

This procedure constitutes the exclusive process for the redress of any employee grievances for the subject matter referred to herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with administration and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by administration which has final authority, subject to any applicable Board policy or directive, to resolve the matter.

Time limits contained in this grievance procedure outlined above may be extended by mutual consent of the parties. If any applicable time limit for advancing the grievance to the next step in the process is not met, the grievance shall be deemed resolved. Each employee shall be afforded any opportunity to be represented at each step of the grievance procedure by a representative of the employee's choice and at no expense to the District.

For purposes of this grievance procedure, the following definitions shall apply:

- A. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under Federal or State law, or District rule related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risks.



## Informal Procedures

The complainant shall orally discuss the complaint with the District's Civil Rights Coordinator, who shall in turn investigate and answer the complaint. The complainant may also initiate the formal procedure as described below.

## Formal Procedure

### Step 1

Investigation by the District Civil Rights Coordinator: A person may initiate a form investigation by filing a written complaint with the District Civil Rights Coordinator. The complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, and describe the alleged discriminatory action in sufficient detail to inform the Civil Rights Coordinator of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the Civil Rights Coordinator for good cause. The Civil Rights Coordinator will conduct an impartial investigation of the complaint. As part of the investigation, the Civil Rights Coordinator shall permit the complainant to present witnesses and other evidence in support of his/her complaint. The investigation shall be completed within ten (10) business days of the written complaint being filed. The Civil Rights Coordinator will notify the complainant in writing of his/her decision and will maintain the District's files and records relating to the complaint.

### Step 2

If the complainant is not satisfied with the Civil Rights Coordinator's Step 1 decision, s/he may submit, in writing, a signed statement of appeal to the District Administrator within five (5) business days after receipt of the Coordinator's response. The District Administrator shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days of receiving the written appeal.

### Step 3

If the complainant remains unsatisfied, s/he may file a written appeal with the Board of Education within five (5) business days of his/her receipt of the District Administrator's response in Step 2. In an attempt to resolve the complaint, the Board of Education shall meet with the parties and their representative within twenty (20) business days of the receipt of the appeal. A copy of the Board's disposition of the appeal shall be sent to each party within ten (10) business days of this meeting.

The complainant may be represented, at his/her own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case in the appropriate Federal District Court. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

The Civil Rights Coordinator will provide a copy of the District's complaint procedure to any person who files a complaint and will investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the office of the District's Civil Rights Coordinator.

The complaint must generally be filed within 180 days of the date the discrimination occurred. You do not have to file a complaint with the District before filing a complaint with the Office for Civil Rights, and you may file complaints with both the District and the Office for Civil Rights if you wish to do so.

### Prohibition Against Retaliation

The District will not discriminate against, coerce, intimidate, threaten, or interfere with any individual because the person opposed any act or practice made unlawful by any Federal civil rights law, or because that individual made a change, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under those laws or because that individual exercised, enjoyed, aided, or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

### False Information

Any individual who knowingly files a false complaint or knowingly provides false information concerning a complaint shall be subject to disciplinary action.

111.31 et seq., 118.195, 118.20, Wis. Stats.

20 U.S.C. 1681 et seq., Title IX

29 U.S.C. 701 et seq., Rehabilitation Act of 1973

42 U.S.C. 12112, Americans with Disabilities Act of 1990

42 U.S.C. 2000e et seq., Civil Rights Act of 1964

43 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

### **EMPLOYEE ANTI-HARASSMENT (Board Policy 4362)**

The District will not tolerate any form of harassment and will take all necessary and appropriate action to eliminate it. Any member of the School District community who violates this policy will be subject to disciplinary action, up to and including termination of employment. Additionally, appropriate action will be taken to stop and otherwise deal with any third party who engages in harassment against our employees.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as sex, color, race, ancestry, creed, religion, national origin, age, handicap, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record, or other protected group status, which affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur employee-to-employee, student-to-employee, male-to-female, female-to-male, male-to-male, or female-to-female.

Any employee who believes he/she has been the victim of harassment is encouraged to immediately report the alleged harassment to the Complaint Coordinator, the building principal, or the District Administrator.

### EMERGENCY/SAFETY PROCEDURES

*All Emergency/Safety procedures are provided in each classroom emergency folder.*

## **DRUG-FREE WORKPLACE (Board Policy 4122.01)**

The District prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any member of the District's support staff at any time while on District property or while involved in any District-related activity or event.

The term "District-related activity or event" includes, but is not limited to, all District sponsored curricular, extra-curricular, co-curricular and student or staff training events whether on or off school property, and any field trip or other District sponsored trip including national and international trips.

Employees are to report to work free of the effects of all mood-altering drugs, including alcohol. The use, possession, sale or intent to sell, transfer of drugs, drug paraphernalia, or having illegal drugs or chemicals in a person's system in or on District property, or in any District owned or contracted vehicle is prohibited.

The use of or sale of alcohol on District property, at any District sponsored event or trip, or in any District-owned or contracted vehicle is prohibited.

Employees who agree to or are assigned to supervise student activities or trips shall not violate this guideline during the entire duration of the activity or trip whether students are or are not immediately present.

The District wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the District prohibits the possession, transfer, sale, or use of such materials on its premises. The District requires the cooperation of all employees in administering this policy.

Desks, file cabinets and other storage devices may be provided for the convenience of employees but remains the sole property of the District. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the District at any time, either with or without prior notice.

Any employee who violates the District policy shall be subject to disciplinary action in accordance with District guidelines.

When the discipline of an employee becomes necessary, such action shall be consistent with the requirements of any applicable Board policy and State and Federal law.

Employees that feel they may be experiencing or developing dependency on alcohol or other drugs are encouraged to take advantage of the District's Employee Assistance Program (EAP) Policy 4170.01 before a violation of this policy occurs. Alcohol or drug dependency does not excuse any employee from the requirements of this policy.

## **STAFF REQUIREMENT TO REPORT SUSPECTED CHILD ABUSE AND NEGLECT**

The District shall require every employee to receive training provided by the Department of Public Instruction (DPI) in identifying children who have been abused or neglected and in the laws and procedures detailed in School Board Policy governing the reporting of suspected or threatened child abuse and neglect. Such training shall be completed within the first six (6) months of employment in the District and thereafter at least once every five (5) years after the initial training.

## **REPORTING WORK-RELATED INJURIES OR ILLNESSES**

Any employee of the District who suffers a job-related injury or illness must report the injury/illness and its circumstances to the principal or job supervisor, as appropriate, as soon as possible following the occurrence of the injury/illness.

The Supervisor will initiate a call to Medcor, the District's Workmen's Compensation Nurse Triage Company, at 1-800-775-5866 to report the incident and receive medical recommendations from a Registered Nurse. If the Supervisor is unavailable, the Employee should make the call to Medcor him/herself. The employee will speak with Medcor in private and the Nurse will inform the Supervisor of any medical recommendations/restrictions if the Supervisor is available. The employee has access for the work-related injury/illness to Medcor services anytime 24/7 and may call the 1-800-775-5866 number if symptoms change or complications arise for follow-up care or questions.

To ensure a safe working environment, District supervisors and employees are expected to follow and comply with any and all medical recommendations including, but not limited to, treatment by self, at a clinic or emergency room; post injury/illness required actions; and restriction of activities both at work and outside the work environment.

See Board Policy 8442 Reporting Accidents for additional information.

## **RECORDKEEPING REQUIREMENTS**

It is the responsibility of all support staff employees to record and submit an accurate account of their time worked each day electronically using True Time in Skyward. Each employee is required to punch in at the beginning of their shift and punch out at the end of their shift. An employee's misrepresentation or failure to submit an accurate account of his/her time worked may subject the employee to discipline up to and including termination. There may be an exception to using True Time. A Supervisor may have an employee record their time on paper time sheets.

In addition, each employee is expected to record personal time out of work as required by the District. Please read the complete set of support staff instructions for employee time off for additional information and examples. In general, the following is expected:

*When foreseeable*, it is expected that Time Off information will be entered *prior* to the date and time of occurrence. This will assist with planning, obtaining subs, etc. *When unforeseeable*, it is expected that the information will be entered as soon after as possible, such as the first day back at work from an illness. Time Off information may be entered from any computer with an Internet connection (like home) if you wish.

*In general, as a quick reference, you should make an entry in Time Off for **ANY** of the following reasons:*

1. Anytime you are using “paid time” benefits such as sick, vacation, emergency **OR**
2. Anytime that a sub is needed for you **OR**
3. Anytime you are out of the district/building beyond ¼ of your day (plus time, training, unpaid, etc.)

**NOTE: Your timesheet MUST always reflect your actual time worked!! This may be different from what you need to enter in online Time Off in Employee Access.**

When you want to check the status of your time off balance and uses, please view the information in the Employee Access Time Off area under “My Status”. This area will include the corrections/revisions made in the District Office if necessary. For example, only the District Office can code time off for FMLA, work comp, etc. due to the documentation requirements.

**You still need to follow the same procedures for calling in sick to your supervisor/principal.**

## **PART II: BENEFITS**

### **DEFINITIONS OF FULL YEAR AND SCHOOL YEAR SUPPORT STAFF FOR ADMINISTERING BENEFITS**

**An employee is eligible for coverage the beginning of the following month from the date of hire.**

Support staff personnel are employees including, but not necessarily limited to, office staff, library aides, teacher aides, food service, custodial staff, and playground/noon supervisors.

For the purposes of benefits administration, the following are the categories of support staff employees.

1. **Full-time regular:** Employed for a 40 hour work week in the department to which assigned on a full year, 12-month basis. Full-time regular employees are eligible for all employee fringe benefits.
2. **Part-time regular:** Employed at a minimum of 30 hours or more per week, but less than 40 hours per week in the department to which assigned on a full year, 12-month basis. Part-time regular employees are eligible for all employee fringe benefits on a prorated basis.
3. **School year regular:** Employed for the regular school year working the normal work week of the department to which assigned on a less than full year, 12 month basis. School year regular employees may be eligible for prorated fringe benefits dependent upon the total number of hours worked in their given assignment during the given school year.
4. **Part-time or temporary:** Employed less than 30 hours per week or for a limited period of time. Part-time or temporary employees may be eligible for limited fringe benefits dependent upon individual benefit rules. Under no circumstances are part-time or temporary support staff employees eligible for participation in District group insurance plans.

Support staff employees not classified as full-time regular, part-time regular, or school year regular employees are considered to be part-time or temporary employees.

**Affordable Care Act/HealthCare Reform:** Employees who become eligible for health insurance under the federal Affordable Care Act (ACA) rules will be offered access to the District's health insurance plan only. These individuals will not be eligible for other employee benefits

### **INSURANCE BENEFITS:**

## HEALTH INSURANCE

The District will provide a plan of health insurance and will pay 85% of the family or 90% of single health insurance premium for full-time regular support staff employees through August 31<sup>st</sup> of that calendar year. The employee will pay the remaining 10% for single or 15% for family of the premium cost through payroll deduction.

Part-time regular support staff employees who work a minimum of 30 hours or more per week and school year regular support staff employees who work a minimum of 30 hours or more per week are eligible for health insurance benefits. Employees who work less than 1,040 hours per year are not eligible for the plan.

**Effective January 1, 2014:** District and employee health insurance premiums will be shared as follows.

FULL-TIME EQUIVALENCY**	SINGLE PLAN	FAMILY PLAN
95.0% - 100%	10% <i>90% District Paid</i>	15% <i>85% District Paid</i>
70.0% - 94.9%	15% <i>85% District Paid</i>	25% <i>75% District Paid</i>
50.0% - 69.9%	20% <i>80% District Paid</i>	35% <i>65% District Paid</i>

**\*\*AS DEFINED BY DISTRICT CALCULATION: 1520 HR FOR TEACHER/CONTRACTED STAFF OR 2080 HR FOR SUPPORT STAFF EMPLOYEES (GENERALLY HOURLY PAID)**

Individuals enrolled in the District's health insurance plan under the Affordable Care Act provision will pay premiums as determined. Employee premiums will be paid through payroll deduction whenever possible. If an individual's payroll is insufficient to cover his/her share of premiums, he/she must make payment to the District as directed.

Employees employed in a school year position who resign or retire from employment will continue coverage under the health insurance plan through the last day of the month in which the last day of employment is deemed to have taken place. If premiums have been deducted through August 31, a refund will be given on the last paycheck.

Employees employed in a full year, 12-month position that resign or retire from employment will continue coverage under the health insurance plan through the last day of the month in which the last day of employment is deemed to have taken place. Premiums will continue to be shared at the same percentage as of the last day worked.

Employees who lose eligibility to participate in the health insurance program may be able to continue in the group plan as applicable under the COBRA insurance continuation law.

### **Employees Hired On or After September 1<sup>st</sup>, 2016**

The District will pay prorated premiums dependent on the number of hours the part-time employee works in a week and who are enrolled in the District's health insurance plan.

## **DENTAL INSURANCE**

The District will provide a plan of dental insurance and will pay 90% of a family or 100% of a single dental premium for full-time regular support staff employees through August 31<sup>st</sup> of the calendar year. The employee will pay the remaining 15% of the family premium cost and 10% for single through payroll deduction.

Part-time regular support staff employees who work a minimum of 30 hours or more per week and school year regular support staff employees who work a minimum of 30 hours or more per week are eligible for dental insurance benefits. The District will pay prorated premiums for part-time employees who are enrolled in the District's dental insurance plan. Employees who work less than 1,040 hours per year are not eligible for the plan.

**Effective January 1, 2014:** District and employee dental insurance premiums will be shared on the same basis as health insurance premiums.

Employees employed in a school year position who resign or retire from employment will continue coverage under the health insurance plan through the last day of the month in which the last day of employment is deemed to have taken place. If premiums have been deducted through August 31, a refund will be given on the last paycheck.

Employees employed in a full year, 12-month position who resign or retire from employment will continue coverage under the dental insurance plan through the last day of the month in which the last day of employment is deemed to have taken place. Premiums will continue to be shared at the same percentage as of the last day worked.

Employees who lose eligibility to participate in the dental insurance program may be able to continue in the group plan as applicable under the COBRA insurance continuation law.

### **Employees Hired On or After September 1<sup>st</sup>, 2016**

The District will pay prorated premiums dependent on the number of hours the part-time employee works in a week and who are enrolled in the District's health insurance plan.

## **SECTION 125 PLAN / FLEXIBLE SPENDING ACCOUNTS**

Support staff employees may contribute pretax dollars to an individualized flexible spending account (FSA) to pay insurance plan premiums, deductibles, co-insurance payments, vision expenses, child-care expenses, elder-care expenses, and other expenses authorized under the Internal Revenue Code. Eligible employees are determined on the same basis as health and dental insurance.

Enrollment information will be available annually from mid-November through mid-December for the following calendar plan year.

Individuals enrolled in the District's health insurance plan under the Affordable Care Act provision may contribute pretax dollars to pay health insurance premiums only. These individuals are not eligible to participate in the flexible spending accounts for health care or dependent care expenses.

### **GROUP LIFE INSURANCE**

The District will provide a plan of group life insurance in the amount of \$25,000 and will pay the full premium for eligible employees.

Part-time regular support staff employees who work a minimum of 30 hours or more per week and school year regular support staff employees who work a minimum of 30 hours or more per week are eligible for group life insurance.

Employees who work less than 1,040 hours per year are not eligible for group life insurance.

### **LONG TERM DISABILITY INSURANCE (LTD)**

The District will provide a plan of long term disability insurance and will pay the full premium for eligible employees.

Part-time regular support staff employees who work a minimum of 30 hours or more per week and school year regular support staff employees who work a minimum of 30 hours or more per week are eligible for long term disability insurance.

Employees who work less than 1,040 hours per year are not eligible for long term disability insurance.

Employees who are eligible for long term disability benefits shall not receive salary payments from the School District. Unused sick leave will remain for use by the employee upon return to work.

### **SHORT TERM DISABILITY INSURANCE (STD)**

The District does not provide a short term disability plan to employees. Short term disability plan options may be available to eligible employees and are optional. Eligible employees are determined on the same basis as health and dental insurance. Employees enrolling in a short term disability plan will pay the full premium.

### **VOLUNTARY SUPPLEMENTAL INSURANCE (AFLAC)**

**Effective January 1, 2014,** voluntary supplemental insurance plan options may be available to eligible employees and are optional. Eligible employees are determined on the same basis as health and dental insurance. Employees enrolling in a voluntary supplemental insurance plan will pay the full premium.

## **ALTERNATE BENEFIT PLAN (ABP)/CASH IN LIEU OF MEDICAL PREMIUMS (CMP)**

The District offers an alternative benefit plan for those employees eligible for, but not enrolling in, the health insurance benefit plan. Employees selecting the Alternate Benefit Plan (ABP) shall receive an additional \$100 stipend each month (\$1200 per year) paid for in its entirety by the District through the Section 125 plan maintained by the District.

When two married employees are both eligible for the health insurance plan, the District shall, at a maximum, provide a family health insurance plan to one employee/spouse. The other employee/spouse shall be eligible to receive the \$100 stipend each month.

In addition, when two married employees are eligible for the single health/dental insurance plans provided by the District, both employees shall be required to enroll in the single health/dental insurance plans provided by the District.

## **DETERMINATION OF INSURANCE CARRIERS**

The final selection of insurance carrier(s), program(s) and coverage will be determined by the Board of Education.

## **RETIREMENT BENEFITS:**

### **WRS CONTRIBUTION**

The District will contribute the employer's share one-half of the total required contribution to the Wisconsin Retirement System (WRS). Employees will pay one-half of the total required contribution to the Wisconsin Retirement System, as required by state law. Under no circumstance shall the District pay the employee's required WRS contribution. The payment of WRS contributions will be made pre-tax and thus exempt from state and federal taxes, but subject to FICA taxes.

Eligible employees are expected to work over 880 hours in a 12 month period. The 12 month period can be a combination of two school years, but must be within a 12 month period of time.

All eligible employees must participate by law with the actual percentage of district contribution set by the Wisconsin Retirement System.

The amount of income you receive upon retirement will depend upon State law but may include the salary earned while enrolled under the fund, the number of years of service, etc. Annual statements are sent to the participants in the school retirement plan by the Wisconsin Retirement System indicating balances in the employee's plan.

## **DISTRICT RETIREMENT SAVINGS PLAN / 403(B) PLAN**

The District will maintain a district employee 403(b) Plan as a type of tax-deferred retirement savings program. Employees may participate by making pre-tax contributions and/or Roth 403(b) after-tax contributions. Participation in the program is optional. Additional information is available from the District Office, the Appendix in this handbook, or in the District's Employee Access program.

### **LEAVE BENEFITS:**

#### **SICK LEAVE (Board Policy 4432)**

Sick leave should be regarded as a privilege granted for the purpose of avoiding financial loss because of unavoidable absence due to illness or injury.

Any employee that is sick and not able to attend work on a scheduled work day shall contact his/her immediate supervisor as early as possible. He/she shall keep his/her supervisor informed about his/her condition. Sick leave is available for use by employees for illness of the employee. In addition, each employee is expected to enter the information into Employee Access as soon after as possible but no later than the first day back at work.

Days of sick leave are granted to full year, 12 month support staff employees on July 1 each year and to less than 12 month support staff employees on the first regularly scheduled work day actually worked on or after July 1 each year. New employees are granted a prorated number of sick leave days on the first day worked until the following July 1.

Eight (8) days of sick leave per year without loss of compensation shall be granted to each full-time regular support staff employee, all unused days being accumulative to eighty (80) days. Part-time regular employees will receive prorated sick days. School year regular employees working at least 4 hours per day will receive six (6) days of prorated sick leave per year. Modified work schedules of less than 5 days per work week will be a factor in prorating the number of days granted to any employee.

This sick leave is to be applied to absences resulting from employee illness, personal accident outside of regular employment, and quarantine due to communicable diseases.

Appointments with doctors and dentists are expected to be scheduled so that they do not interfere with the regular working day. **Routine appointments are not allowed to be covered with a partial sick leave day.** If under special circumstances, it is necessary to schedule an appointment during the work day, the employee may be allowed to make up the time by arrangement with his/her supervisor if the workload is heavy; or the employee may take the time as unpaid.

The District may request a health care provider's note verifying the employee's illness in any case. An illness causing absence from work in excess of five (5) consecutive working days will require the employee to provide certification from a health care provider of the illness. Absences of more than three (3) consecutive work days may be counted as leave under the FMLA (See Policy 4430.01) if applicable and documented. In addition, absences from work for any amount of time due to surgery, serious illness or injury, or in excess of five (5) consecutive working days will require a health care provider's note verifying the employee's ability to return to work and listing any restrictions if applicable.

Grandfather Clause: Support staff employees with more than 80 accumulated sick days on July 1, 2012 will not lose their sick days above eighty (80) days, but will not be granted additional sick days until the accumulated balance is below the new eighty (80) day maximum.

### **EMERGENCY LEAVE (Board Policy 4432)**

Support staff members are eligible for three (3) non-accumulative emergency leave days each year, for matters such as birth in the "immediate family"; serious illness in the "immediate family"; child care for the employee's own minor child; emergency business (such as legal issues); or bereavement leave upon approval by the District Administrator. Emergency leave will not be deducted from sick leave. Part-time employees will receive prorated emergency days (based upon the same basis as sick leave).

"Immediate family" is defined as the employee's spouse, domestic partner, child(ren), step child(ren), parent(s), step parent(s), sibling(s), parent(s)-in-law, grandchild(ren), step grandchild(ren), grandparent(s), and grandparent(s)-in-law.

Bereavement leave may be granted in the event of the death of a relative. For bereavement leave, relative shall include employee's spouse, domestic partner, parents, children, siblings, aunts, uncles, cousins, in-laws, grandparents, and step family. Bereavement leave is expressly for the purpose of attending services or making arrangements for service prior to such service. Bereavement leave may not be used for other purposes and is deducted from the three (3) emergency days each year.

### **FAMILY MEDICAL LEAVE (Board Policy 4430.01)**

In accordance with Federal and State law, the Board of Education will provide family and medical leave to support staff. The Board's Family and Medical Leave Act policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") and the Wisconsin Family and Medical Leave Act ("WFMLA"). To the extent that this policy is ambiguous or conflicts with the FMLA or the WFMLA, the FMLA and the WFMLA will govern.

Family and medical leave taken under this policy may be covered by Federal law, State law, or both. When leave taken by a staff member under this policy is governed by both Federal and State law, the more generous provision will control in the event of a conflict. However, when leaves are governed by State or Federal law, but not both, the applicable law will control under this policy. In this regard, you should note that certain leaves may be covered by both State and Federal law for only a portion of the leave. To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the Board's other policies will run concurrently (at the same time).

Please refer to School Board Policy 3430.01/4430.01 for full details. Sick leave may only be used in conjunction with FMLA when the leave is deemed medically necessary by a doctor. All other leaves under FMLA will be unpaid.

## **MILITARY LEAVE**

Support staff employees will be afforded protected leave from employment to perform their obligations to the United States Armed Forces, whether for reserve duty or a call to active duty, and potential deployment. Leave shall be provided in accordance with the law.

The employee is entitled to all Uniformed Services Employment and Reemployment Rights Act (USERRA) benefits and reinstatement to the same or similar position upon return from leave in accordance with USERRA.

## **OTHER BENEFITS:**

### **HOLIDAY PAY**

Full-time regular and part-time regular support staff employees will receive the following paid holidays as long as they were scheduled to work on the day that the holiday falls on: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve day, Christmas Day, and the day after Christmas. When the paid holiday falls on a weekend, the school calendar will be considered first and the following shall then apply:

- a. New Year's Day - The preceding Friday shall be the paid holiday.
- b. Fourth of July - The preceding Friday or the following Monday shall be the paid holiday dependent upon summer school being in session.
- c. Christmas Day - The following Monday shall be the paid holiday.
- d. School year employees shall not receive the Fourth of July as a paid holiday.

Part-time employees will receive prorated holiday pay (based upon the same basis as sick leave). School year regular support staff employees working at least 4 hours per day will receive prorated holiday pay. Modified work schedules of less than 5 days per work week will be a factor in prorating holiday pay. Employees who job share do not qualify for holiday pay.

An eligible employee who is absent from work immediately preceding or succeeding a holiday due to scheduled time off using vacation, plus time, or non-cumulative emergency leave shall be eligible for holiday pay.

If the needs of the District require an employee to work on the holiday, then such employee shall receive the holiday pay in addition to his/her regular pay for the time worked if the employee qualifies for holiday pay.

## VACATION PAY

Vacation pay is granted to full year, 12 month support staff employees on July 1 each year. Paid vacation time is earned in one year (July 1-June 30) and used in the following year (July 1-June 30).

Paid vacation hours are determined by a combination of the position hours worked in the prior year along with the length of eligible service with the Howards Grove School District. The following support staff employee groups are not eligible for vacation benefits: part-time employees who work less than 30 hours per week or less than 1,560 hours per year, food service employees, and school year regular employees hired on or after July 1, 2008.\*\*

Hours worked for earning vacation benefits will be determined using actual hours worked during June 1 through May 31 of the prior year. Unpaid time will not count as hours worked for vacation benefits.

VACATION HOURS EARNED								
<i>CATEGORY BY</i>	<i>AFTER</i>							
<i>HOURS WORKED</i>	<i>1 YEAR</i>	<i>2 YRS</i>	<i>5 YRS</i>	<i>6 YRS</i>	<i>7 YRS</i>	<i>8 YRS</i>	<i>9 YRS</i>	<i>15 YRS</i>
1976 to 2080 hours	40	80	88	96	104	112	120	160
1664 to 1975 hours	32	64	70	76	82	88	96	128
1352 to 1663 hours	26	52	57	62	67	72	78	104
1040 to 1351 hours	20	40	44	48	52	56	60	80

If an employee has completed less than one year of satisfactory service as of June 30, s/he will receive prorated vacation benefits on July 1. On each succeeding July 1, the employee will receive the annual vacation as set forth. In the year in which the employee leaves the service of the school for any other reason than flagrant misconduct or violation of school rules, a proportionate part of the annual vacation shall again be granted provided two weeks' notice is given prior to leaving.

After school is out in June, an employee may with administrative permission and discretion have an early vacation. Whenever possible, you will be given your choice of time to take your vacation, but the work of your department must be considered in planning vacation schedules. Employees with the longest service in the department will have first choice in selecting their vacation. Vacation time cannot be carried over from one year to the next and unused vacation will not be paid.

The Board discourages the use of multiple days of vacation when school is in session.

### **JURY DUTY (Board Policy 4431)**

Support staff employees shall report to the District Administrator when they are called for jury duty or a court appearance.

Support staff employees who are required to serve on a jury will not be penalized for doing so. They will receive full pay, if they endorse the check received from the court or pay the amount shown on their record slip less travel allowance within fifteen (15) days of return from jury duty.

While on jury duty, employees are required to report daily their schedule for the following day and must report to work when excused from jury duty during their regular work day or suffer loss of pay.

The time spent on jury duty will not be charged against personal leave and will count as time on-the-job.

Employees must submit to the Business Manager a record from the courts of the number of days served.

### **MILEAGE REIMBURSEMENT**

Employees who are required to provide their own transportation in the conduct of school business may request to be compensated at the current mileage rate set by the Board of Education. This rate will be adjusted periodically. Examples include transferring between buildings mid-shift, trips to the bank, and conference attendance.

All employees operating a motor vehicle on school business or transporting students must possess a valid State of Wisconsin driver's license and give consent to the District to check the employee's driving record.

**Employees under the age of 18 may not operate a District vehicle or another vehicle for school business.**

### **PART III: COMPENSATION**

Employees covered by this handbook are employees classified as non-exempt employees by the Fair Labor Standards Act (FLSA). Non-exempt employees are individuals who are NOT exempt from the State and Federal overtime provisions. Non-exempt employees must be paid no less than the minimum wage and receive overtime compensation.

#### **RATE OF PAY**

Your beginning rate of pay will be discussed with you at the time you begin employment with the Howards Grove School District. Pay may also be based upon responsibilities associated with the job position and your qualifications to meet these responsibilities. An employee's rate of pay may be frozen at one level if there is a perceived deficiency by the supervisor or by administration. If this is done, a review shall be conducted after 3 months and after 6 months.

Since the District operates on an annual operating budget July 1 – June 30 each year, rates of pay will take effect on July 1<sup>st</sup> of each year.

#### Support Staff projected beginning rate of pay

1 Student Help	\$7.25
2 Cleaners	\$12.00
3 Aides	\$12.00
4 Administrative Asst II/Custodians	\$14.00
5 Administrative Asst I (F-T)	\$14.00
6 Maintenance	\$18.00
7 Baker	\$10.00
8 Cook/Server	\$8.00
9 Server	\$8.00
10 Playground Supervisor	\$13.00

#### **PAYMENT**

Regular District payroll dates are the 15<sup>th</sup> and the last day of the month. If a payroll date falls on a Saturday, Sunday, or holiday, payment will be made on the previous business day. Payments will be deposited in any financial institution which allows direct deposit. A schedule of payroll dates may be found in your Employee Access account on the District website.

If you have any questions related to your payroll, please contact human resources in the District Office.

#### **OVERTIME PAY**

Covered, non-exempt employees who work more than forty (40) hours in a given work week will receive overtime compensation at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) in the work week. The seven-day work week begins on Sunday at 12:00 a.m. and continues through the following Saturday at 11:59 p.m. Fair Labor Standards do NOT allow the averaging of hours over two (2) or more weeks.

Time worked beyond a forty-hour week must have prior approval from an employee's supervisor. Overtime may be authorized only by a supervisor and will be used primarily to address circumstances of an emergency or temporary nature. Overtime is NOT authorized for regular, routine duties or for convenience.

Employees who work overtime without prior approval from the supervisor or District Administrator will be subject to disciplinary action, up to and including termination.

If an employee is required to work for the District beyond a forty-hour week, he/she may have the option of being paid out at the rate of one and one-half times or accumulate compensatory time (plus time hours). The employee will earn plus time hours at the rate of 1.0 hours and be paid out for the 0.5 hours so as to be compensated at the required one and one-half times rate. An employee may take a regular work day off with pay using accumulated "plus time" with prior approval from the supervisor. The maximum plus time balance allowed to be accrued is one week of the employee's regularly scheduled work week. For a full-time employee, this would be a 40 hour maximum. Plus time or comp time will not be carried over and will not be paid out at the end of the school year. Comp time should be used within your normal work week schedule and within 60 days of accruing it.

## **BREAKS AND MEAL PERIODS**

Support staff employees working shifts longer than six (6) hours will be required to take an unpaid break/meal period of 30 minutes or more on a regular basis. Due to the nature of school business, adult employees may forgo an unpaid break period, and be paid for his/her time worked, on an *infrequent* basis if the operations of the District would be interrupted. A bona fide meal period completely relieves the employee from duty.

**Employees under the age of 18 must take a 30 minute unpaid break/meal period when working shifts longer than six (6) hours.**

Occasional paid breaks may be granted under special circumstances with supervisor approval.

Employees working in physically demanding conditions (such as high heat, heavy lifting, etc.) will be provided a paid break period for safety reasons. Employees needing a break due to feeling ill should tell a co-worker or supervisor in case of emergency or unexpected health reasons.

## **EMERGENCY SCHOOL CLOSINGS**

In the event of inclement weather or other emergencies, schools may be closed on a building-by-building basis at the discretion of the administration. If school is closed while in session, employees may be released as soon as reasonable after the students are dismissed. When a school is closed, employees of that school may be required to report to work. The District will notify employees if/when the day will be rescheduled.

Employees that have started to work before school is closed by the administration will receive two hours

of pay or the actual time worked, whichever is greater. Employees who do not report to work are unable to use a sick day for an emergency school closing. Employees can use plus time or vacation if they have any accumulated.

### **SECURING BUILDINGS & SETTING ALARMS – WEEKENDS**

Time will be granted for setting the alarm and securing the building on weekends for each building. Weekends are defined as Saturday and Sunday. Employees securing a building will walk through the entire building checking that doors are closed and locked, lights turned off, windows closed, etc. The regularly scheduled custodial staff is responsible for securing each building and setting alarms on school nights and during the summer weekdays during the regular work shift. Questions may be directed to the Supervisor of Buildings & Grounds.

### **AFTER-HOUR EMERGENCIES**

A minimum of two hours will be paid to support staff employees called to assist with after-hour emergencies. After-hour emergencies could include catastrophic events such as flood clean-up or preparing for school the next day following a bomb threat, etc.

Support staff employees receiving alarm company calls after 11:00 p.m. that require them to come in to the building(s) will be granted two hours of time.

### **SUPPORT STAFF EMPLOYEES AS VOLUNTEERS**

The Fair Labor Standards Act requires that non-exempt employees be compensated for all hours they are required or permitted to work. Consequently, even if an employee volunteers to work beyond his/her normally scheduled hours, the District will still compensate the employee for the hours worked. Supervisors may not ask a support staff employee to record fewer hours than were actually worked by the employee.

Non-exempt support staff employees may volunteer *in limited circumstances* if they are performing services different from those they are otherwise employed to perform for the District and receive no compensation beyond expenses or a nominal fee.

Support staff employees may volunteer for a specific activity as a parent if his/her own child is directly participating in an activity.

Office support staff may volunteer his/her services for school-associated organizations if the group is considered a separate agency independent from the school (such as the PTO) or if his/her child is a direct participant of the activity.

A teacher aide may not volunteer as a tutor unless his/her child is a direct participant of the tutored group.

Support staff employees may volunteer for extra-curricular activities such as ticket takers, game managers, chaperones, etc. on an occasional or sporadic (infrequent, irregular, or occurring in scattered instances) basis and be paid a "nominal fee."

Several criteria must be met for individuals to be considered volunteers. Specific situations should be addressed with the District Office prior to the occurrence of the event.

### **LONG-TERM SUBSTITUTE POSITIONS**

If a regularly employed support staff employee substitutes for another employee in a different job classification, part-time or full-time, for ten consecutive days or more, the supervisor and the District Administrator will review the pay rate and determine if a pay rate adjustment is appropriate.

## APPENDIX

### HOWARDS GROVE SCHOOL DISTRICT EMPLOYEE SAVINGS PLAN 403(b) Plan

The Howards Grove School District (the “District”) offers a 403(b) Plan to help you and other employees save money for your retirement. The 403(b) Plan is a type of tax-deferred retirement savings program. Future benefits from the 403(b) Plan will reflect the amount of a participant’s voluntary salary deferral contributions plus earnings. Vesting is immediate. Whether you choose to participate in the Plan is entirely up to you.

Although the Plan is offered by the District, the Plan is not established or maintained by the District for purposes of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Accordingly, the Plan and the District are not subject to ERISA.

#### **Tax Treatment**

The District intends to ensure that the Plan is qualified for preferential tax treatment under Internal Revenue Code (“IRC”) §403(b). There are two ways you can elect to have a portion of your current pay saved and invested via salary deferral. You may contribute pre-tax 403(b) deferrals and/or Roth after-tax 403(b) deferrals.

**Pre-Tax Deferrals** Because you do not have to pay taxes on the amount you contribute to a 403(b) plan for the year in which you contribute to the plan, investing in a 403(b) plan can lower your overall tax burden—at least in the present. You can defer the income tax on your contributions until you begin making withdrawals from your account—typically when you retire. The earnings on your account also grow tax-free until withdrawal. Contributions to the 403(b) Plan are reported annually on your W-2 forms, but are not included in income subject to taxation. Your 403(b) contributions are deducted from your gross salary and income taxes are calculated on your remaining pay.

**Roth After-Tax Deferrals** With Roth deferrals, you must pay current income tax on your deferral contribution. This means that the amount you defer under the Roth portion of the 403(b) Plan is subject to income taxes in the year of the deferral, but the deferral amount and its earnings are distributed to you tax-free if certain conditions are met. These conditions are met if you follow the distribution rules of the Plan and at least 5 years have passed between your first Roth deferral and the date of your first distribution.

As described below, there are legal restrictions that limit how much you can contribute to the Plan each year. Someone from the District may need to ask you for information to show that your contributions are within these limits. You should consult with your own investment, tax and/or legal advisor about the ability to participate in the Plan. The District cannot provide you with this type of advice.

## **Participation**

Every District employee is eligible to participate in the Plan, with the exception of (a) non-resident aliens, (b) those who do not have sufficient income to be eligible to contribute at least \$200 per year, or (c) student employees/student teachers. To participate, you need only: (1) fill out a Salary Reduction Agreement and (2) select your investment desired from a variety of mutual funds, from the list of District approved vendors. Employees are limited to changing their salary reduction amount to a maximum of four (4) changes per calendar year. However, you may cease contributions at any time.

## **Salary Reduction Agreements**

To participate in the Plan (or to change an existing contribution election), you must provide the District with a signed Salary Reduction Agreement. Employees paid year-round (24 payrolls) may choose either a whole dollar amount or whole percentage amount to contribute each payroll period. Employees paid less than 24 payrolls per year must elect a whole percentage amount. The Agreement must be signed by you and returned to the District before the start of the payroll period when your election or change will become effective.

## **Vendors**

You can invest your deferral monies in a variety of different investment options. The Vendors through which the investment vehicles are available are approved by the District. Beginning January 1, 2008, you may only invest new deferral monies in those Vendors who have agreed by contract to conduct business with the District and the Plan. These Vendors are listed on the Approved Vendor List available from the District Office. After January 1, 2008, you will no longer be permitted to transfer monies between Approved and Unapproved Vendors.

The following represent the District's Approved Vendors as of January 1, 2008:

1. VOYA/ING Life Insurance and Annuity Company (name change)
2. Thrivent Investment Management, Inc.
3. WEA Tax Sheltered Annuity (TSA) Trust
4. Horace Mann Life Insurance Company

## **Contributions and Limitations**

While you may choose how much of your salary you wish to contribute to the Plan, your contribution must comply with all of the following legal limitations:

### **1. Annual Deferral Limitation**

The first limitation applies to all of your elective deferrals (both pre-tax and Roth added together) from your salary to this Plan. Elective deferrals are contributions that you make instead of receiving all of your pay at that time.

All of your elective deferrals to this and all other plans (including 401k plans and other 403b plans) cannot exceed \$18,000 per calendar year (unless you qualify for one of the catch-up contributions described below). This limit will be adjusted annually thereafter by the IRS.

## **2. Special Catch-up Contribution**

Special Catch-up contributions are permitted if you have at least 15 years of service with the District. Please see the plan document for details.

## **3. “50 and over” Catch-up Contribution**

A participant age 50 or over (by the end of the calendar plan year) may defer additional amounts to the Plan as an additional “catch-up” contribution. The additional catch-up contribution is currently \$6,000.

Please Note: If you are eligible to elect the Special Catch-up and the 50 and over Catch-up, the Special Catch-up contribution must be utilized first.

## **Distributions**

The law restricts the times when distributions are permitted from your accounts under the Plan. You may receive a distribution only if:

- You reach age 59½ and are working;
- Retire or sever employment\*;
- Die—your beneficiary will have a right to distributions; or
- Become disabled.

\* The IRS requires complete severance from the District upon retirement, which means that if you are rehired by the District after you have retired, you must stop receiving distributions from your account during the time you are employed by the District after retirement—unless you are age 59½ or over.

## **Taxes and Penalties**

You will be taxed on your pre-tax accounts upon distribution. The IRS will assess a 10% penalty for early withdrawal. In other words, your distribution will incur the penalty unless you are age 59½ and are working; retire or sever employment at age 55 or later; or die/become disabled.

## **Hardship Withdrawals & Loans**

The Plan does not allow hardship withdrawals or loans to be taken from your account.

**CAUTION:** The information in this appendix summarizes the terms of the District’s 403(b) Plan and the Internal Revenue Code as of January 1, 2013, and is not to be construed as legal, tax or investment advice. This appendix cannot, and does not, alter the terms of the Plan or the law. Changes in the Plan or the law hereafter may change this summary. Please consult with your accountant for additional information.

**ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK  
(SUPPORT STAFF)**

The Support Staff Employee Handbook which I have been provided contains important information about the Howards Grove School District, and I understand that I should consult with my supervisor or the District Office staff regarding any questions not answered in the handbook. I have entered into my employment relationship with the Howards Grove School District voluntarily, and understand this handbook shall govern my employment with the district.

I understand that the information, policies, and benefits described herein are subject to change at any time. I acknowledge that revisions to the handbook may occur. I am informed that changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I acknowledge that only the Board of Education has the authority to adopt revisions to the policies of this handbook.

Furthermore, I have had an opportunity to read the handbook, and I understand that I may ask my supervisor or the District Office staff any questions I might have concerning the handbook. I agree to conform with the terms and provisions contained in this handbook, as well as all other District policies, State and Federal laws, and any revisions made to them. I further agree that if I remain in employment with the Howards Grove School District following any modifications to the handbook, Board policies or State or Federal law, I thereby accept and agree to the changes.

**I have received a copy of the Support Staff Employee Handbook of the Howards Grove School District and understand that I am expected to read the entire handbook. Additionally, I will sign two copies of this Acknowledgment of Receipt, retain one copy for myself, and return one copy to the District Office. I understand that this form will be retained with District personnel files.**

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name – Printed

\_\_\_\_\_  
School District Representative

\_\_\_\_\_  
Date

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Employee's Name – Printed

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School District Representative

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Date