

**SCHOOL DISTRICT OF WHITEFISH BAY  
1200 EAST FAIRMOUNT AVENUE  
WHITEFISH BAY, WISCONSIN 53217**

**The Whitefish Bay School District**



**An Exceptional Place To Learn**

**INSTRUCTIONAL EMPLOYEE EMPLOYMENT  
PROVISIONS HANDBOOK**

**Effective July 1, 2017**

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## I. INTRODUCTION

The School District of Whitefish Bay's Instructional Employee Employment Provisions Handbook ("handbook") has been prepared for informational purposes only. It is intended to provide teachers and other professional staff with information about wages and benefits, along with certain policies, procedures, rules and regulations.

None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of any other rights or benefit, or a contract of employment, expressed or implied. All of the employees are employed "at-will," and employment is not for any definite period unless otherwise provided. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the School District or the employee or as otherwise provided.

The provisions set forth in this handbook may be altered, modified, changed, or eliminated at any time by the School Board at its sole discretion with or without notice. This handbook supersedes any and all previous handbooks, statements, policies, procedures, rules or regulations given to instructional employees, whether verbal or written. It is the responsibility of the employee to become familiar with the provisions set forth in this handbook as well as all applicable Board policies.

An expectation of employment with the School District of Whitefish Bay includes, but is not limited to, the following requirements for all employees:

- Adhere to school policies, procedures, and administrative rules
- Maintain productive working relationships with colleagues and staff members
- Maintain positive rapport with staff, students, parents, the School Board, and the community

## II. EQUAL OPPORTUNITY EMPLOYMENT

In accordance with School Board Policy 511, the School District of Whitefish Bay does not discriminate on the basis of age, sex, national origin, ancestry, creed, religion, marital status, sexual orientation, disability, race, color, arrest record or conviction record, or for any other reason prohibited by state and federal law.

## III. PHYSICAL EXAMINATIONS

**Requirement:** Upon his/her initial employment, each new employee shall be required to undergo a physical examination, including a tuberculin test. If the tuberculin test is positive, then a chest x-ray shall be required.

All other employees will be required to undergo a physical examination at such time(s) and under such circumstances as the District deems appropriate.

**Payment:** The District will assume the entire cost of any physical examination, tuberculin test and, when necessary, a chest x-ray, which is required by the District pursuant to this article so long

as the employee utilizes a physician designated by the District. While an employee may utilize a physician other than one designated by the District in complying with this article, the District will be required to reimburse the employee only in the amount and only to the extent of the customary charges charged by the District-designated physician.

### **PROFESSIONAL RESPONSIBILITIES AND WORK DAY**

Education and teaching is a professional occupation. The professional employees are expected to be with students for their supervision and instruction and to be present at those times needed to carry out their professional responsibilities. The schedule of each building will be developed by the District and published. Educational and other professional requirements may make it necessary for occasional changes in normal starting and ending times. Alternate work schedules to better serve the needs of students may be developed between the District and individual employees.

### **SCHOOL CALENDARS**

Per Board Policy 322, the School Board shall approve the schedule of the school day and district calendar to ensure the instructional time will at least be sufficient to comply with the minimum number of hours of direct instruction established by the Wisconsin Department of Public Instruction (DPI) for each grade level. School day hours shall be posted on school websites prior to the beginning of each school year.

There are several days where instructional employees are required to work, including the following days:

- Professional learning days
- parent/teacher conferences
- faculty workshop day
- classroom workdays

The total number of days worked is 191 days. This number includes the following holidays:

- Labor Day
- Thanksgiving Day
- Memorial Day

Up to four (4) induction days for new instructional employees are in addition to the standard school calendar and are included in the initial contract of employment.

**Inclement Weather.** Days missed due to school being canceled for students as a result of dangerous driving conditions (snow days) will not be made up by instructional employees unless the District must schedule additional days in order to comply with state statues regarding required minutes and hours of instruction or to receive state aids. Such makeup days will be without compensation for those employees so affected.

It is at the discretion of the District Administrator as to whether or not instructional employees will report to work when school is canceled for students as a result of wind chill warnings or school/community related emergencies. If the decision is made so that instructional employees need not report to work, the day(s) will not be made up unless the District must schedule additional days in order to comply with state statues regarding required minutes and hours of instruction or to receive state aids. Such makeup days will be without compensation for those employees so affected. If the decision is made so that the instructional employees do need to report to work, the

day(s) shall be used for professional development and/or staff collaboration as determined by the building principal. Instructional employees will have the ability to use a Personal Day, or an unpaid day, in order to be absent on such a day. It is the only instance when the preapproval rule for an unpaid day, and the Personal Day rules of preapproval and no more than five personal days granted across all instructional employees on any given day, will not be enforced.

If an instructional staff employee is off on a leave of absence prior to the school closing, the leave of absence will take precedence over the school closing designation.

#### **IV. INSTRUCTIONAL EMPLOYEE BASE SALARY RANGE**

The base salary range shall be established annually and may be adjusted/modified from time to time by the School Board at its sole discretion.

**2017-18 Minimum**  
**\$43,000**

**2017-18 Maximum**  
**\$84,000**

At the time of hire, determination of base salary takes into consideration area(s) of certification, years of experience, education and professional development, professional contributions to the school community and/or field of education, other qualifications, and specific job assignment.

The instructional employees' base salary will be adjusted annually for any of the following that may occur: 1) indexed allocations to the individual base salary and 2) qualifying advanced learning.

No pay increase shall be provided for employees on a plan of improvement or those being non-renewed for performance reasons. Employees whose individual base salary is at the maximum will not receive an increase.

Newly hired employees may not be eligible for a pay increase in their initial year of employment.

**Summer School.** The hourly rate for summer school teaching is \$28.00 per hour.

**Curriculum, Research and Evaluation Projects.** The rate for curriculum, research and evaluation projects is \$24.00 per hour.

**Substitute Pay.** An instructional employee who teaches a class for another instructional employee who is absent from school will be eligible for substitute pay.

**Itinerant Stipend.** An annual stipend of \$300 will be provided for each itinerant instructional employee.

**New Teacher Mentoring Stipend.** An annual stipend of \$7,250 will be provided to the facilitators of this program.

**Extracurricular.** See Appendix A for the extracurricular information.

**Extra Duty.** See Appendix B for the extra duty information.

**Team and Department Chairpersons.** See Appendix C for Team & Department Chairs information.

## V. **BENEFITS**

Benefits are available to employees who have full-time status (1.0 FTE) or part-time status working a minimum of a half-time (.50 FTE) contract. For all benefits, the Board may from time to time change the insurance carrier and plan design if it elects to do so. For specific information regarding insurance and retirement plans, please refer to current benefit summaries.

Employees who do not enroll for insurance coverage within the initial eligibility period are subject to plan guidelines which may include waiting until the annual open enrollment period unless they have a qualifying event. Enrollment must be completed within thirty (30) days of a qualifying event to be eligible for coverage.

**Health Insurance.** The District will provide a group health insurance plan for benefit eligible employees on either a single or family basis.

The District will pay ninety-two percent (92%) of the health insurance premium for full-time benefit eligible employees and a pro-rated portion of the ninety-two percent (92%) premium payment for part-time benefit eligible employees. Health insurance is not available to part-time employees employed less than one-half time.

Upon initial employment, the employee is eligible to participate in the group health insurance plan available. Initial enrollment for that employee (and his/her family) exists only at the time of employment. If the employee declines coverage when the employee is initially eligible, the ability to enroll at a later date will be seriously affected.

Open enrollment for health insurance as required under ACA regulations occurs every spring.

**Cash in Lieu of Health Insurance.** If a full-time employee is covered through another source for health insurance or has a legal spouse whose coverage includes the employee, the employee may elect to receive cash in lieu of health insurance under the term of the District's Section 125 plan. The amount will be the same as the District contributes toward a single premium per month, or \$726.06 per month (\$8,712.72 maximum annually), whichever is less. The employee must complete an *Application For Waiver of Health Insurance* form to receive the cash in lieu benefit.

**Section 125 Plan.** The District will implement and make available to all employees a Section 125 Plan. The Section 125 Plan will cover (a) employee pre-tax premium contributions for health insurance; (b) deductibles, co-payments and other non-covered medical expenses eligible for coverage; (c) child care expenses; and (d) provide employees who can certify they have alternative health insurance coverage a cash-in-lieu option (if the employee is eligible).

**Dental Insurance.** The District will provide a group dental insurance plan for benefit eligible employees on either a single or family basis.

The District will pay eighty (80%) of the dental insurance premium for full-time benefit eligible employees and a pro-rated portion of the eighty (80%) premium payment for part-time benefit eligible employees. Dental insurance is not available to part-time employees employed less than one-half time.

A benefit eligible employee is given the opportunity to participate in the dental insurance program upon initial employment. Should the employee desire to take the dental insurance at a later date, it is unlikely that the carrier will allow participation without some proof of insurability.

Open enrollment for dental insurance as indicated in the plan document occurs every spring.

**Vision Insurance.** The District will provide, on an optional basis, a voluntary vision insurance program at either family or single coverage. The employee will be responsible for the entire cost (100%) of the premium. Once enrolled, employees must participate in the vision plan for 12 full consecutive months before canceling coverage.

Open enrollment for vision insurance as indicated in the plan document occurs every spring.

**Long-Term Disability.** The District shall provide and pay the cost of long-term disability insurance for all full-time and part-time benefit eligible employees who work a minimum of 600 hours annually. The long-term disability insurance program shall provide for 90% payment of covered base salary to age 65 with an offset for social security, workers' compensation and State retirement. The long-term disability insurance program shall provide for a 60 day waiting period.

**Group Term Life Insurance.** The District offers group term life insurance to benefit eligible employees based upon 100% of the previous calendar year salary rounded to the next higher \$1,000. This coverage is handled through the Wisconsin Department of Employee Trust Funds (ETF). The premium for this policy is based upon age and Wisconsin Retirement System (WRS) wage. For all employees, however, the District does pay an additional premium which enables the value of this policy to hold one-fourth of its basic coverage value after retirement as permanent insurance without additional premiums being paid.

The group term life insurance is optional. There is a waiting period for this benefit; however, if the employee has had six months previous experience in the Wisconsin Retirement System, the waiting period is waived.

The term insurance referred to above is called the "basic coverage." All employees have the opportunity to participate in the "additional life insurance plan" if they are participating in the basic plan. The additional plan allows the employee to purchase an additional policy for up to three units of additional insurance. Each unit is equal to the basic plan amount. The rates are similar to or lower than those provided by the basic rate. The employee pays the entire cost of this additional insurance and it does not have any residual permanent benefits at retirement.

**Optional Legal Spouse and Dependent Life Insurance.** Those benefit eligible employees who participate in the basic group life insurance program are eligible to participate in an optional life insurance program which can cover their legal spouse and all their dependents. The employee pays the entire cost of this additional insurance and it does not have any residual permanent benefits at retirement.

**Wisconsin Retirement System (WRS) Contributions.** The District pays the employer portion of the contribution to the Wisconsin Retirement System (WRS) at the current rate assessed by the WRS. The employee is responsible for the employee portion.

## **VI. SICK LEAVE**

Instructional employees may utilize sick leave because of temporary disability, personal illness or serious illness in the immediate family. When family sick leave is used, the definition of immediate family includes legal spouse, children, mother, father, mother-in-law and father-in-law. When utilizing sick leave, employees must use a minimum of .25 day of sick leave per absence.

At the end of three (3) consecutive days of sick leave, certification of illness by a Health Care Provider may be required.

During the first year of employment, full-time instructional employees will be granted two (2) days of sick leave per month up to a maximum of twelve (12) days. Following the first year of employment, instructional employees will be granted twelve (12) days of sick leave per year cumulative to ninety (90) days. Instructional employees who are on an approved leave of absence and not using sick leave or who terminate their employment prior to the end of the school year will have sick leave prorated according to the actual contracted days that the instructional employee works in that school year. No sick leave allocation will be granted to employees with a contract of less than .50 FTE.

Once the maximum cumulative days are reached, or if, at the beginning of a contract year, an instructional employee's annual sick leave allotment would permit accumulation above the maximum, the instructional employee's annual allotment will be the greater of:

1. The number of days' difference between the current total of cumulative days and the maximum cumulative days set forth herein; or
2. Four (4) days per year.

Instructional employees with more than ninety (90) cumulative sick leave days will not accumulate sick leave days until their total number drops below ninety (90) days.

When an instructional employee is eligible for long term disability benefits according to the option selection, all sick leave payments pursuant to this contract will cease immediately.

**Return to Duty.** When an instructional employee's return to work occurs near an end of the semester and if the District feels it would be in the best interest of the pupils to delay the change in instructional employees, an instructional employee returning from sick leave may have his/her return to normal duties delayed until a time appropriate by the Board and the District Administrator. The Board and the District Administrator have the option to require the returning instructional employee to perform duties other than those normally assigned to the returning instructional employee or to have the returning instructional employee perform curriculum development work until such time as the Board and the District Administrator feel that an instructional employee transition is advisable.

## **VII. RETIREMENT**

Retirement/Severance benefits will be available to instructional employees 57 and older who resign their regular full-time duties.

**Eligibility.** An applicant for retirement/severance benefits must be a regular full-time, degree-holding instructional employee who is at least 57 years of age and who has served in the school system for not less than 10 consecutive years if hired before January 1, 2002 and 15 consecutive years if hired on or after January 1, 2002. Employees whose employment with the District starts after June 30, 2006, are eligible for this benefit after reaching age fifty-seven (57) and the completion of twenty (20) consecutive years. (For the purpose of this article, an approved leave of absence will not be construed as an interruption of the consecutive year requirement). "Age," for the purpose of this program, is defined as the employee's age as of the date when the retirement/severance benefits would become effective. The instructional employee must reach eligibility age prior to the first instructional employee contract day of the school year following the application date in order to qualify for the severance/retirement program.

Full time will be defined as a member who is employed under a full-time contract, and will include those members who have taught under a full-time contract and have been reduced to .9 FTE or greater.

**Application.** All applications for retirement/severance benefits must be filed with the District Administrator no later than February 1 prior to the date of retirement/severance. The District Administrator will make recommendations to the Board for approval of the application for retirement/severance benefits. The determination of the Board will be final.

**Limitations.** No more than eight of the District's regular full-time, degree-holding instructional employees will be considered for retirement/severance benefits in a given year unless a greater number is recommended by the District Administrator and approved by the Board. It (retirement/severance) will not apply to any instructional employee who is discharged, terminated or non-renewed.

**Compensation.** Upon retirement/severance, instructional employees 57 and older are eligible to receive a retirement/severance payment of one-hundred ten (110) day's pay at the employee's 2011-12 salary. The payment is based on full-time service as of July 1, 2012. For eligible instructional employees with less than twenty (20) years of service on July 1, 2012, the payment will be pro-rated based on twenty (20) years. Accordingly, each year of service prior to July 1, 2012 is equivalent to 5.5 day's pay for purposes of the retirement/severance payment. In applying the provisions of this article, a day's pay will be 1/191st of the instructional employee's base salary, excluding all fringe benefits. Years of approved leaves for absences will not be counted for compensation purposes.

Employees hired after July 1, 2011 are not eligible for this benefit.

### **Payment Schedule.**

The School District will make a payment to the 401(a)/403(b) plan provider on behalf of the eligible retiring employee. The account created in this qualified plan will be in the name of the retiring employee. Access to the 401(a)/403(b) plan is subject to Internal Revenue Service

(IRS) regulations and stipulations. If, after retirement/severance an instructional employee dies before full payment has been made, the balance due and owing will be paid to a named beneficiary, or, lacking same, to the estate of the deceased. Any payment amount above the current IRS code limit shall be paid by check. Deductions, such as state and federal income tax, social security tax, or other taxes will be made only as required by law.

**Insurance.** Any instructional employee who is at least 57 years of age and who has served in the school system for not less than 10 consecutive years if hired before January 1, 2002 and 15 consecutive years if hired on or after January 1, 2002 may remain a member of the group health insurance program the lesser of: 1) a total of eight (8) years or 2) until the employee becomes eligible for Medicare; with the Board paying the same percentage of the premium in effect at the time of retirement/severance, provided that the dollar amount of the premium to be paid by the employer on the employee's behalf shall not exceed the dollar amount paid by the employer on the employee's behalf during the 2011-12 school year. Employees whose employment with the District starts after June 30, 2006, are eligible for this benefit after reaching age fifty-seven (57) and the completion of twenty (20) consecutive years of service with the Board paying the same percentage of the premium in effect at the time of retirement/severance, provided that the dollar amount of the premium to be paid by the employer on the employee's behalf shall not exceed the dollar amount paid by the employer on the employee's behalf during the 2011-12 school year.

Employees hired after July 1, 2011 are not eligible for this benefit (post-employment health insurance).

**Unused Sick Leave.** Upon retirement, an instructional employee will be paid one-twelfth of a day's pay for each day of unused sick leave. The number of unused sick leave days will be capped at 90 days.

**Retention Benefit.** For full-time instructional employees (.90 FTE and above) hired after July 1, 2011, the District will contribute a sum towards a qualified 403(b) tax-sheltered annuity on behalf of the employee. The payment shall be an annual contribution of \$1,000 as a retention benefit. To be eligible to receive the amount contributed by the District, the employee must meet the required vesting period of 10 years of full-time consecutive service.

## **VIII. PERSONAL DAYS & RELIGIOUS OBSERVANCE**

Upon approval of the District Administrator, or his/her designee, an instructional employee will be allowed to be absent for personal reasons two (2) full days per year without loss of pay. Personal days may be taken in half (1/2) day increments.

Such days will be granted on a first come, first serve basis with a cap of five instructional employees using any one day. From May 1 to the end of the school year, a cap of three instructional employees may be off using any one day. Personal days are not to be used before or after a holiday, recess or break or sick leave day except in extreme emergencies. When District professional learning, open houses, parent conferences or orientations are scheduled, the employee is expected to attend. The request for a personal day must be received at least one week prior to the anticipated date. Personal days may be taken consecutively; however may not be carried over

to the next school year.

When personal days are used, the days will be deducted from the instructional employee's sick leave balance.

To attend the funeral of non-immediate family members and/or friends, an employee should use available Personal Days and/or request unpaid time off.

Upon approval of the District Administrator, or his/her designee, any instructional employee desiring time off for personal religious observances may utilize a maximum of two (2) personal days and two (2) sick days per school year for such purpose. Days used for personal religious observances will be deducted from the instructional employee's personal day allotment followed, if necessary, from their sick leave balance.

## **IX. PROFESSIONAL LEARNING**

Annually, full and partial District professional learning days, will be planned by Administration and the Teaching & Learning Committee.

Every instructional employee regardless of full-time or part-time status is required to attend the same professional learning scheduled in its entirety. In addition to the District professional learning days, programs may be offered after the normal student day or when released from instructional duties during the normal work day.

The District, in conjunction with the Teaching & Learning Committee, may determine general direction for the overall professional learning program. Final approval will be with the District Administrator.

### **FIRST YEAR INDUCTION PROGRAM**

New instructional employees will participate in up to four (4) pre-school induction days - along with several after school professional development sessions, each lasting one and one-half hours. The up to four (4) pre-school induction days will be used for District orientation, building orientation, working with mentors, and classroom preparation.

### **PROFESSIONAL LEARNING PROGRAM**

The overall objective for all instructional employees is to show growth in professional competencies. Instructional employees attending District sponsored or District approved professional learning during the summer or weekends will be paid \$100.00 a day. If attendance is less than a full day, payment will be pro-rated for the amount of time in attendance. District sponsored after school seminars supporting staff in their professional licensure renewal or Educator Effectiveness are not eligible for pay. No remuneration will be given for School Board adopted and required programs when offered during the normal work day.

Every instructional employee, regardless of full or part-time status, is required to attend the scheduled professional learning day in its entirety.

## **COLLABORATION COACHES**

Collaboration Coaches provide:

- professional leadership, coordination, and innovation in the best practice and instructional leadership in the functioning of the district improvement and innovation processes
- provide leadership and a thoughtful approach to curriculum design by understanding the rigor required to meet the Common Core State Standards
- provide job-embedded professional development for staff by supporting the creation of Units of Study that are deeply rooted in highly effective assessment literacy practices

Compensation for this role during the school year is a stipend for \$1,120. The stipend includes attending up to six (6) district facilitated after school planning and learning meetings, training from the Wisconsin Association Consortium during the year (1 only), and all planning and facilitation needed for district professional learning time scheduled as collaboratory days/time.

## **X. SEPARATION OF EMPLOYMENT**

### **NONRENEWAL OF CONTRACT FOR ECONOMIC REASONS**

In order to reduce the number of teachers being issued full-time teaching contracts, the District must nonrenew the teacher's contract. Per Wisconsin state statute §118.22 and Board policy, the District must give preliminary notice of nonrenewal to the teacher by the end of April. Final notice of nonrenewal must be given by May 15<sup>th</sup>.

In the event that a reduction in force is necessary (due to a decrease in demand for a teacher's services, an enrollment decrease, program change, etc.), the following factors will be considered when selecting which teacher(s) will have their contracts nonrenewed and/or offered a part-time contract:

- The need for the services that the teacher performs
- The certification of teacher
- The experience of teacher
- The teacher's contributions to the school community
- The potential disruption to the building and/or other buildings' staffing
- The teacher's evaluations and performance relative to other teachers
- The likelihood of success of new staffing plans

### **LIQUIDATED DAMAGES**

Should an instructional employee breach his/her executed individual contract or any provision thereof, a liquidated damage in the respective amount set forth below will be either paid or forfeited by the instructional employee at the option of the District. The acceptance of the instructional employee's resignation by the Board does not relieve the individual from the liquidated damages set forth herein.

If the instructional employee executes an individual contract and thereafter, after June 15 and prior to July 1, breaches the agreement, the instructional employee will incur liquidated damages in the sum of \$500. If an instructional employee executes an individual contract and thereafter after July 1 and prior to August 1, breaches the agreement, the instructional employee will incur liquidated

damages in the sum of \$1,000. If an instructional employee executes an individual contract and thereafter, after August 1 and during the school year, breaches the agreement, the instructional employee will incur liquidated damages in the sum of \$2,500. The appropriate amount of liquidated damages, pursuant to the above, will be deducted from the instructional employee's last paycheck or paid directly by the instructional employee. The Board will not accept the resignation of the instructional employee until such time as liquidated damages have been collected from the instructional employee in question.

## **XI. EMPLOYEE NOTIFICATION TO HUMAN RESOURCES**

### **CHANGE IN EMPLOYEE INFORMATION**

It is the employee's responsibility to update information or notify the Human Resources Office and/or Business Office of changes that should be made to records to keep them accurate and up-to-date. Examples of changes that must be reported would be: name, address, telephone number, or emergency contact.

The Business Office should be notified if you have a change in marital status, number of exemptions for tax withholding, bank information for direct deposit or changes to insurance coverage including dependent information.

### **EMPLOYEE NOTIFICATION RESPONSIBILITY**

Any report of a Federal, State or municipal law, rule or regulation violation may only be used in making employment decisions if the violation is related to job or assigned activity. Employees shall notify the Director of Human Resources immediately upon an arrest, pending charges, or conviction situation change.

## **XII. IDENTIFICATION (ID) BADGE**

All employees should obtain a picture ID badge through the Human Resources Office or the photo session conducted at each school building. Each employee is required to wear the picture ID badge to identify himself/herself as a School District of Whitefish Bay employee.

## **XIII. LEAVES OF ABSENCE**

Employees are responsible for the entire cost of benefits when taking unpaid time off related to an approved Leave of Absence. Only with an approved FMLA leave is there an exception related to the health insurance premium benefit.

### **(A) Funeral/Bereavement Leave**

In accordance with School Board Policy 532.34, an employee shall be permitted a leave, not to exceed three (3) paid days, for attending a funeral when a death occurs to a member of the immediate family. For funeral/bereavement leave purposes immediate family will include legal spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.

An additional two (2) paid days may be granted for travel to a funeral outside the Milwaukee metropolitan area, which shall be charged to regular sick leave (if applicable).

Additional use of regular sick leave (if applicable) for deaths in the immediate family may be granted at the discretion of the District Administrator or his/her designee.

To attend the funeral of non-immediate family members and/or friends, an employee should use available Personal Days and/or request unpaid time off.

### **(B) Jury Duty**

See Board Policy 532.31/542.31 Jury Duty/Court Appearances. An employee shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence relating to this duty. Compensation received for such duty (exclusive of travel pay or pay for jury duty on non-school days) shall be immediately paid over to the School District.

### **(C) Military Leave**

**Reserve Military Duty.** Any employee required to take periods of training for the purpose of retaining status as members in the organized units of enlisted reserve corps of the Army, Naval Reserve, Marine Corps Reserve, Coast Guard Reserve and National Guard, and who are ordered to active duty, may be granted leaves with pay for a period not in excess of 15 days annually upon submission of evidence of receipt of competent orders. Pay from the School Board for this period shall consist of the difference between the military base pay as determined from the employee's military record and the employee's normal pay.

**Full Military Duty.** Any employee who is inducted or who enlists in the Armed Forces or the Nurses' Corps of the Federal Government at a time when the United States is engaged in war, or who has enlisted in any of said services while a conscription law was in effect, is hereby granted a leave of absence during the period of such service, and thereupon Section 17.035 of the Statutes shall apply to all increments which have accrued during such period of absence.

### **(D) Family and Medical Leave Act (FMLA)**

Per Board Policy 532.33 Family or Medical Leave, the School District shall provide for paid and/or unpaid family and/or medical leave according to applicable state and federal laws. (Copies of applicable laws are available in the Human Resources Office.) When sick leave is used for serious illness in the immediate family, family members included are: legal spouse, children, mother, father, brother, sister, mother-in-law, or father-in-law.

**Application Procedures:** All requests for a medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. In an emergency situation, notice must be given to the District of the need for leave as soon as possible, but not later than 48 hours after the occurrence of the reason for the leave. Such application will be reviewed and processed by the District Administrator or designee and shall be granted or denied. Employees may be allowed up to 12 work weeks of leave per Wisconsin and federal FMLA guidelines and Board Policy #532.33 Family or Medical Leave. Extended leaves beyond 12 weeks without pay may be granted, as indicated in the other unpaid leave of absences

listed in this Leave of Absences section.

Benefits During Leave: For an approved FMLA leave, the employee may substitute sick time and/or vacation time (if applicable) per the established State of Wisconsin FMLA guidelines before any unpaid time is approved. In connection with School Board Policy 532.331, additional days beyond the use of sick time and/or vacation time (if applicable) as established through Wisconsin FMLA substituted pay may be covered if the employee is off under care of a Health Care Provider (HCP).

For an approved FMLA leave, the employee will continue health insurance at the same premium cost during the approved leave of absence (not to exceed 12 weeks). If any time during the FMLA period becomes unpaid, the employee will be responsible for 100% of the costs of benefits (all benefits besides health insurance) not covered through payroll.

Return from Leave: The employee must supply Human Resources with documentation (a return to work note which is also called a fitness-for-duty certificate) from a Health Care Provider (HCP) stating the date the employee can return to work and the documentation should list restrictions, if applicable.

Failure to Return after Expiration of FMLA Leave: In the event the employee does not return to work following the expiration of the FMLA leave, and subject to applicable legal restrictions, the School District of Whitefish Bay will bill the employee for benefits paid by the District during the period of the unpaid FMLA leave. This is consistent with Wisconsin and Federal FMLA guidelines.

#### **(E) Medical Leave (Non-FMLA)**

See Board Policy 532.331 Anticipated Absence for Medical Reasons. An employee shall be eligible for sick leave during the period of time the employee is medically unable to perform duties of the position for which he/she is employed. Employees who know in advance that they will be medically unable to perform their assigned duties as of a specific date must notify the District Administrator as soon as they become aware of the anticipated absence.

Such application will be reviewed by the District Administrator or his/her designee who shall retain the final authority to grant or deny the medical leave (non-FMLA). In determining whether the leave should be recommended, the District Administrator may consider, but not be limited to, such factors as the employee's duties, the administrative requirements involved in arranging for a replacement, and review of all other unpaid leaves previously granted. The terms upon which such leave may be granted, including the time of commencement of the leave and the duration of the leave (not to exceed job protection timeframe as established under FMLA guidelines), shall be established by the District Administrator or his/her designee in consultation with the employee.

Benefits during Leave: If benefit eligible and enrolled in benefits, the employee may continue insurance during the approved leave of absence (not to exceed job protection timeframe as established under FMLA guidelines) at 100% employee cost of benefits. Continuation in the School District's insurance programs will be allowed upon the advance payment of the full premiums. Said payments must be made in accordance with the procedures established by the Business Office.

Return from Leave: The employee must supply Human Resources with documentation (a return to work note which is also called a fitness-for-duty certificate) from a Health Care Provider (HCP) stating the date the employee can return to work and the documentation should list restrictions, if applicable.

Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the Medical (Non-FMLA) leave, and subject to applicable legal restrictions, he/she will be deemed to have voluntarily resigned his/her position with the District.

### **(F) Child Rearing Leave**

Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator or designee at least thirty (30) days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator or designee and shall be granted or denied in his/her sole discretion. The duration of the leave beyond any qualified FMLA protections will be granted by the District Administrator or designee.

Duration of the Unpaid Child Rearing Leave: The maximum length of the leave may be as follows:

- a. Child born or adopted during the summer (school is not in session) – the first grading period of the school year.
- b. Child born or adopted during the first grading period of the school year – the balance of that grading period, plus the second grading period.
- c. Child born or adopted during the second grading period of the school year – the balance of that grading period, plus the third grading period.
- d. Child born or adopted during the third grading period of the school year – the balance of that grading period, plus the fourth grading period.
- e. Child born or adopted during the fourth (or last) grading period of the school year – the balance of that grading period plus the first grading period of the following school year provided the employee's employment status is active/scheduled to be active the following school year.

Benefits during the unpaid child rearing leave: The child rearing leave is an unpaid leave. Sick time and/or vacation time (if applicable) may be utilized during the leave under FMLA provisions or as required medically. If benefit eligible and enrolled in benefits, the employee may continue insurance during the approved unpaid leave of absence at 100% employee cost of benefits. Continuation in the School District's insurance programs will be allowed upon the advance payment of the full premiums. Said payments must be made in accordance with the procedures established by the Business Office.

Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the Medical (Non-FMLA) leave, and subject to applicable legal restrictions, he/she will be deemed to have voluntarily resigned his/her position with the District.

### **(G) Time Off Without Pay**

Any time off without pay is considered an unpaid leave of absence. It is the expectation that employees do not request unpaid leaves of absence unless it is absolutely necessary to do so for a major event. Any and all time off without pay must be formally requested. All requests for unpaid leaves of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed by the District Administrator or his/her designee who shall retain the final authority to grant or deny the leave. In determining whether the leave should be recommended, the District Administrator may consider, but not be limited to, such factors as the employee's duties, the administrative requirements involved in arranging for a replacement, and review of all other unpaid leaves previously granted. The terms upon which such leave may be granted, including the time of commencement of the leave and the duration of the leave, shall be established by the District Administrator or his/her designee in consultation with the employee. No unpaid leave of absence shall exceed five (5) work days. Any unpaid leave will not be granted at a frequency greater than once every 5 years for a 'once in a lifetime' event(s) or an emergency situation at sole discretion of District Administrator. An employee granted an unpaid leave for other than medical and child-rearing reasons must fully exhaust any available personal days and/or vacation days (if applicable) as part of that unpaid leave. A Time Off Without Pay leave of absence shall be without compensation. If benefit eligible and enrolled in benefits, the employee may continue insurance during the approved unpaid leave of absence at 100% employee cost of benefits. Continuation in the School District's insurance programs will be allowed upon the advance payment of the full premiums. Said payments must be made in accordance with the procedures established by the Business Office.

## **XIV. BOARD POLICIES**

The School Board for the School District of Whitefish Bay is guided by a series of policies that cover a number of areas, including personnel. The following policies have been identified as being of significant importance to instructional employees. Please note that all Board policies are applicable to instructional employees regardless of their inclusion in this handbook. The following are excerpts of the policies. Full policies may be viewed on the District's website.

### **Conflicts of Interest**

Per Board Policy 525.1, The Whitefish Bay School District will not hire, transfer or promote an applicant or employee into a situation where the possibility of favoritism or conflicts of interest might exist. In order to promote sound management policies and procedures and to avoid actual or potential conflicts of interest, no close relative of an employee of the District shall be appointed to any position where, as a result, he/she would be directly supervising or receiving direct supervision from a close relative.

### **Discrimination Complaint**

Any complaints regarding alleged discrimination in employment policies and practices, shall use the following procedures:

1. The complaint shall be presented in writing to the Director of Human Resources with specific details and corresponding dates being a part of that presentation. The Director of Human Resources shall determine to which administrator the matter should be referred. The administrator so designated shall answer the complaint as soon as

practicable.

2. Following the response outlined in step 1, the complainant may request a conference with the Director Human Resources designee as indicated above. The results of such a conference shall be put in writing and forwarded to the complainant by the designee no later than five (5) working days following the conference.
3. If the complainant is still not satisfied after completion of steps 1 and 2, the matter may be referred back to the Director of Human Resources who will meet with the complainant at a mutually agreeable time to thoroughly review the topic. A written summation of that meeting and possible solution will be furnished to the complainant no later than five (5) working days following the conference.
4. Should the complainant still not be satisfied, the matter may be referred to the complainant to the District Administrator and/or the School Board for review by the proper School Board committee. Its response will be forwarded to the complainant as soon as practicable after receipt of the referral.
5. Complainants are reminded that the Department of Industry, Labor and Human Relations, the Wisconsin Employment Relations Commission, the Regional Director of the Office of Civil Rights, and the courts are all open to them for appeal procedures. The School District of Whitefish Bay, however, strongly encourages usage of provisions 1 and 2 of this complaint procedure as the quickest and most meaningful procedure to be used.

### **Drug-free Workplace**

Per Board Policy 522.1, the use, possession and distribution of alcoholic beverages or the unlawful possession, use, manufacture, distribution, or dispensation of any controlled substance (including prescription drugs) is prohibited in the schools during school work activities or on the school grounds of the public schools in Whitefish Bay.

### **Employee Grievance Procedure**

Per Board Policy 527, this policy creates a complaint grievance procedure for District employees to provide a means of addressing individual employee grievances with regards to employee discipline, including termination, and workplace safety. This procedure will not be used to address group grievances, nor to negotiate with groups of employees.

For purposes of the Employee Grievance Procedure, employee discipline means any consequence involving a suspension and does not include verbal or written reprimands.

An employee shall first seek to resolve a grievance by promptly discussing it with his/her immediate supervisor, and any other higher level supervisors involved in the decision which is the source of the grievance. Only if this informal resolution proves unsuccessful should this grievance procedure be used. The employee and his/her supervisors are encouraged to continue trying to resolve the grievance outside of this formal grievance process.

- Step 1. An employee may initiate this procedure by completing the Employee Grievance Form and delivering it to his/her immediate supervisor within five (5) working days of the unsuccessful informal resolution of the grievance.

- Step 2. A written response to the grievance shall be delivered to the employee within ten (10) working days of receipt of the Employee Grievance Form, signed by the employee's immediate supervisor.
- Step 3. If the employee does not receive, or is not satisfied with, the written response in Step 2, the employee may within five (5) working days after receipt of the response, or within fifteen (15) working days of submitting the Employee Grievance Form, submit to the Director of Human Resources a written request for a hearing before an impartial hearing officer. The appointment of the impartial hearing officer shall be made by the Director of Human Resources and/or the District Administrator on a case-by-case basis.
- Step 4. Within twenty (20) working days of receipt of the written request for the hearing, a hearing shall be scheduled based on the availability of the parties. Within twenty (20) working days of the hearing, the impartial hearing officer shall issue a written response to the employee and supervisor on the disposition of the grievance. The standard of review of the Impartial Hearing Officer shall be to determine if the decision of the Administration was arbitrary or capricious.
- Step 5. If the non-prevailing party does not receive, or is not satisfied with, the written response in Step 4, they may within five (5) working days after receipt of the response, or twenty-five (25) working days after the hearing before the Impartial Hearing Officer, submit a written request that the grievance be considered by the School Board. Within ten (10) working days of receiving the written request described in Step 4, the District Administrator shall, in consultation with the School Board President, place the matter on the School Board's agenda, to be first considered within sixty (60) calendar days of receipt of that written request, and shall inform the employee as to when it will appear on the School Board's agenda.
- Step 6. The School Board may conduct its review using whatever procedures and format it deems appropriate. The disposition of the matter by the School Board shall be final and not subject to further review. The District Administrator shall advise the employee and such others as the District Administrator deems appropriate in writing concerning the results of the School Board's review.

Timelines in this policy may be extended, in writing, by mutual consent of the parties.

### **Employee Technology Use**

Per Board Policy 524, employees may have access to the District's technology system, which includes computers, computer networks, electronic mail systems, voice mail systems, telephone systems, facsimile machines, surveillance systems and the Internet. The purpose of these systems is to enhance job performance on day-to-day assignments and to facilitate effective business communications.

All aspects of the technology system are the District's property. Use of the District's technology system is not guaranteed to be private. The District has access to the entire technology system and maintains the right to access or monitor, consistent with the current law, all documents, messages or information created on, with or transmitted over the system, including e-mail and Internet usage, without notice to the users.

### **Employee Use of Social Networking**

Per Board Policy 524.1, the District realizes the value and omnipresence of social networking sites and other internet-based social forums. Sites that emphasize online educational collaboration and sharing among users should be used to educate our students. Technology is ever-changing and this policy is intended to be flexible to include new and changing technologies.

The District respects the rights of employees to use social networking sites as a medium of self-expression during non-work time. Employees are permitted to use the social networking sites for incidental personal use and/or communications during work time provided that such use shall not interfere with or conflict with District business and such use does not occur during student contact time. Employees shall exercise good judgment regarding the reasonableness of personal use.

### **Harassment**

Per Board Policy 411.2, the School District of Whitefish Bay is committed to an education environment that is free of harassment of any form. It is therefore the policy of the District to:

1. Prohibit and discourage any individual (employee, applicant for employment, parent, student or other individual doing business or having a relationship with the District) from harassing any other individual associated with the District;
2. Provide a harassment-free educational environment;
3. Address any instances of harassment in a timely manner;
4. Provide on-going educational awareness of the problem of harassment in all forms; and
5. Provide procedures for filing and pursuing claims of harassment.

The District will not tolerate any form of prohibited harassment and will take all necessary and appropriate action to eliminate it, including discipline or discharge of employees.

### **Lost Time Due to Work Related Injury**

In relation to Board Policy 532.38 (Lost Time Due to Work Related Injury), if you are injured while working, witness an incident while working, or become ill from something in your work area, report it to Building Administrator or designee immediately – *even if no medical attention is required*. The incident should also be reported within 24 hours. Incident reports are used to document emergency or other abnormal situations on campus. These reports assist with the investigation of potential safety and/or health hazards and ensure that steps are taken to prevent any recurrence in the future.

Eligibility for workers' compensation can only be determined after an investigation of the circumstances surrounding a reported injury or illness. Failure to report the incident in a timely manner may result in a reduction or loss of workers' compensation benefits.

## **APPENDIX A: EXTRACURRICULAR**

When the following extracurricular positions are authorized by the Board, the following schedule will apply:

Athletic and Sports Units	=	\$300.00
Unit for all other positions	=	\$280.00
Base Hourly Rate	=	\$20.00
Rate for Curriculum, Research and Evaluation Projects	=	\$24.00

Base Hourly rate equals sixty (60) minutes of work.

Implementation of this provision will use the following formula:

When the number of actual minutes of work:

- a) equals or exceeds 20 but is less than or equal to 30, then the district will pay the amount derived by dividing the actual number of minutes of work by 60 minutes and multiplying the result times the base hourly rate in effect at the time or will pay the amount of \$8.33, whichever is greater.
- b) equals or exceeds 40 but is less than or equal to 60, then the district will pay the amount derived by dividing the actual number of minutes of work by 60 minutes and multiplying the result times the base hourly rate in effect at the time or will pay the amount of \$17.67, whichever is greater.
- c) Is less than 20 or is more than 30 but less than 40, then the district will pay the amount derived by dividing the actual number of minutes of work by 60 minutes and multiplying the result times the base hourly rate in effect at the time.

### ***ATHLETICS AND SPORTS***

### **Units**

1. **Football Coaching**
  - a. Head Varsity Maximum of 14
  - b. Assistant Coaches Maximum of 10
  
2. **Basketball Coaching – Boys or Girls**
  - a. Head Varsity Maximum of 17
  - b. Assistant Coaches Maximum of 12
  - c. Middle School Maximum of 5

Units

3. **Track Coaching – Boys or Girls**
  - a. Head Varsity Maximum of 13
  - b. Assistant Coaches Maximum of 9
  - c. Head, Middle School Maximum of 4
  - d. Assistant, Middle School Maximum of 3
  
4. **Swimming Coaching – Boys or Girls**
  - a. Head Varsity Maximum of 14
  - b. Assistant Coaches Maximum of 10
  
5. **Wrestling Coaching**
  - a. Head Varsity Maximum of 14
  - b. Assistant Coaches Maximum of 10
  - c. Middle School Maximum of 4
  
6. **Cross Country Coaching**
  - a. Head Varsity Maximum of 12
  - b. Assistant Coaches Maximum of 8
  - c. Middle School Maximum of 4
  
7. **Tennis Coaching – Boys or Girls**
  - a. Head Varsity Maximum of 10
  - b. Assistant Coaches Maximum of 7
  - c. Middle School Maximum of 4
  
8. **Soccer Coaching – Boys or Girls**
  - a. Head Varsity Maximum of 12
  - b. Assistant Coaches Maximum of 8
  
9. **Volleyball Coaching – Boys or Girls**
  - a. Head Varsity Maximum of 12
  - b. Assistant Coaches Maximum of 8
  - c. Middle School Maximum of 4
  
10. **Gymnastics Coaching – Girls**
  - a. Head Varsity Maximum of 17
  - b. Assistant Coaches Maximum of 12
  
11. **Golf Coaching – Boys or Girls**
  - a. Head Varsity Maximum of 11
  - b. Assistant Coaches Maximum of 8
  
12. **Baseball Coaching**
  - a. Head Varsity Maximum of 12
  - b. Assistant Coaches Maximum of 8

	<u>Units</u>
<b>13. <u>Softball Coaching</u></b>	
a. Head Varsity	Maximum of 12
b. Assistant Coaches	Maximum of 8
c. Middle School	Maximum of 4
<b>14. <u>Hockey Coaching</u></b>	
a. Head Varsity	Maximum of 14
b. Assistant Coaches	Maximum of 10
<b>15. <u>Coordinator</u></b>	
a. Athletic Coordinator (MS)	Maximum of 3

**NON-ATHLETIC ACTIVITIES**

Units

<b>16. <u>Publications</u></b>	
a. Tower Times Advisor	Maximum of 19
b. Yearbook Advisor	Maximum of 20
c. Literary Magazine (HS)	Maximum of 3
d. Memory Book (MS)	Maximum of 2
<b>17. <u>Dramatics/Variety Show</u></b>	
a. Fall Play	Maximum of 10
b. Spring Play	Maximum of 10
c. Musical (HS)	Maximum of 26
Director	7
Tech Director	10
Musical Director	6
Production Assistant	3
d. Director: Variety Show	Maximum of 2
e. Director: Variety Show (MS)	Maximum of 4
f. Director: Student Assemblies	Maximum of 1
g. Director: Musical (MS)	Maximum of 6
h. Assistant Director: Musical (MS)	Maximum of 3
i. Auditorium Director	Maximum of 13
<b>18. <u>Academic Related</u></b>	
a. Debate, Head	Maximum of 8
b. Forensics, Head (HS)	Maximum of 8
c. Forensics, Assistant (HS)	Maximum of 5
d. Forensics (MS)	Maximum of 4
e. Bay Gives Back	Maximum of 9
f. Competitions (HS)	
Computer Science	Maximum of 1
SMART Team	Maximum of 3
Science (HS)	Maximum of 2
Math	Maximum of 2

**Academic Related (continued)**

**Units**

One Act	Maximum of 5
Mock Trial	Maximum of 2
Model UN	Maximum of 2
Business Team	Maximum of 2
g. Math Counts (MS)	Maximum of 1
<b>19. <u>Student Service/Activities</u></b>	
a. Student Council Advisor (HS)	Maximum of 9
b. Student Council Advisor (MS)	Maximum of 5
c. Student Council Advisor (Elem)	Maximum of 4
d. Green Team (MS)	Maximum of 2
e. Prom Advisor (HS)	Maximum of 2
<b>20. <u>Cheerleaders/Pom Pons/Dance Team</u></b>	
a. Advisor (HS)	Maximum of 8
<b>21. <u>Music Related</u></b>	
a. Band	Maximum of 8
b. Choir	Maximum of 8
c. Director Solo & Ensemble (HS)	
Band	Maximum of 2
Orchestra	Maximum of 2
Choir	Maximum of 2
d. Director Solo & Ensemble (MS)	Maximum of 2
e. Jazz Band (MS)	Maximum of 2
<b>22. <u>Clubs</u></b>	
a. Ski Club	Maximum of 7

## **APPENDIX B: EXTRA DUTY**

When the following extra duty positions are authorized by the Board and/or District Administrator, the following schedule will apply:

**Base Hourly Rate = \$20.00**

1. **Extra Class - High School** (When the standard of five classes is exceeded for more than 20 consecutive school days) - 20% of contract salary. Individual student help time is excluded from this provision.
2. **Substitute Teacher Rate of Pay** - (When extra classes are assumed from one up to and through 20 consecutive school days) - 1.25 x Base Hourly Rate.
3. **Noon Hour Supervision Rate** - Base Hourly Rate.
4. **Study Hall Overload Rate** - Base Hourly Rate.
5. **Homebound Instruction Rate** - 1.3 x Base Hourly Rate.
6. **Detention Overload Rate** - Base Hourly Rate.
7. **Extra Class - Middle School** When the standard of 3 core block classes, or 6 special period classes (or equivalent) is exceeded for more than 20 consecutive school days - 1/6<sup>th</sup> of contract salary for the full year or prorated for less than the full year. Supervisory time is excluded from this provision.
8. **Compensation for Presenting Professional Learning Programs** - \$28.00 per hour. This compensation is:
  - (a) only for courses pre-approved by the Teaching & Learning Committee;
  - (b) only for preparation and instruction time outside of the regular school day; and
  - (c) includes one (1) hour preparation time for every one (1) hour of actual instruction time.
9. **Mentor** - \$28.00 per hour.
10. **Summer IEP Diagnostic Evaluations Rate** (*determined by Director of Business Services*)

## **APPENDIX C: TEAM AND DEPARTMENT CHAIRS**

Recognizing that there are coordination responsibilities associated with each grade level, team or academic disciplinary area, the District may assign members of the professional staff to handle the duties as specified for these positions in their respective position descriptions. Compensation for these duties will be specified below.

**Assignments:** Appointments are the responsibility of the administration. The administration may assign members of the professional staff to handle the Operations Chairperson and Building Leadership Team (BLT) Member positions in the absence of any qualified applicants from among the professional staff.

Elementary and Middle School Operations Chairpersons	1 unit
Elementary and Middle School Building Leadership Team Member	3 units
K-12 Music Chairperson	1 unit
9-12 Building Leadership Team Member (see below)	

**Departments:** 9-12 BLT Member may be assigned in the subject areas of academic support, art, business education, English, world language, engineering and design, math, music, physical/health education, library media, science, special education, social studies, and school counseling.

**Compensation:** Compensation for 9-12 BLT Member will be determined according to how many instructional employees are in their respective subject areas. In departments where there are the equivalent of two full-time instructional employees, 9-12 BLT Member will receive a stipend of \$800 plus a flat rate of \$100 per instructional employee in their respective subject area. The total compensation will consist of the \$800 stipend plus \$100 times the number of full-time and part-time instructional employees in the subject area.

In departments where there are not the equivalent of two full-time instructional employees, but more than the equivalent of one full-time instructional employee, the 9-12 BLT Member will receive a stipend of \$300 plus a flat rate of \$100 per instructional employee in their respective subject area including themselves. In departments with one full-time instructional employee, the 9-12 BLT Member will receive a stipend of \$300.