

Wisconsin Rapids Board of Education

Personnel Services Committee

510 Peach Street · Wisconsin Rapids, WI 54494 · 715-424-6701

Sandra Hett, Chair Anne Lee Mary Rayome John Krings, President

April 4, 2016

Location: Board of Education, 510 Peach Street, Wisconsin Rapids, WI

Conference Room C

Time: 6:00 p.m.

Call to Order

II. Public Comment

III. Actionable Items

A. Appointments

B. Retirements

C. Resignation

IV. Policy Review and Approval

A. Policy 830.1 Facility Use Policy for the Performing Arts Center (PAC)

- V. Action on Employee Handbook Revisions
 - A. Discussion and possible action on an update to the Post-employment Insurance Benefit language in the Office/Clerical and Aide Support Staff Employee Handbook.
 - B. Discussion and possible action on an update to the Health Insurance language in the Office/Clerical and Aide Support Staff Employee Handbook.
 - C. Discussion and possible action on an update to the Sick Leave language in the Office/Clerical and Aide Support Staff Employee Handbook.
- VI. Teacher Contract Change
 - A. Discussion and possible action to adjust the monetary requirements for liquidated damages for breach of contract included within the 2016-17 individual teacher contracts.
- VII. Consent Agenda
- VIII. Adjournment

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at 715-424-6701, at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board President.

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling 715-424-6701.



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Time: 6:00 p.m.

I. Call to Order

II. Public Comment

III. Actionable Items

A. Appointments

The administration recommends approval of the following professional staff appointment:

Sara Sturomski Location: Lincoln High School

Position: Math (1.0 FTE)

Education: BS – UW Stevens Point – May 2016

Major/Minor: Mathematics Salary: \$37,500

The administration recommends approval of the following support staff appointments:

Dennis Fenske Location: WRAMS

Position: Night Custodian (8.0 hrs/day)

Effective Date: March 7, 2016

Hourly Wage: \$21.43

Stephanie Bailey Location: East Junior High School

Position: Night Custodian (8.0 hrs/day)

Effective Date: April 11, 2016

Hourly Wage: \$21.43

Sandra Nieman Location: Central Office

Position: Pupil Services Secretary (8.0 hrs/day)

Effective Date: March 29, 2016

Hourly Wage: \$15.91

Amy Hulce Location: Central Office

Position: Accounts Payable (8.0 hrs/day)

Effective Date: April 18, 2016

Hourly Wage: \$14.73 (starting rate) / \$15.51 (after 60 days)

B. Retirements

The administration recommends approval of the following professional staff early retirements:

William Vickroy Location: Lincoln High School

Position: Athletic Director (1.0 FTE)

Effective Date: June 3, 2016 Date of Hire: August 21, 1995 Christine Pace Location: East Junior High School

Position: Science (1.0 FTE) Effective Date: June 3, 2016 Date of Hire: August 19, 1996

The administration recommends approval of the following support staff early retirement:

Debra Neuman Location: Lincoln High School

Position: Security Aide (7.5 hrs/day)

Effective Date: June 2, 2016 Date of Hire: January 29, 1999

C. Resignation

The administration recommends approval of the following support staff resignation:

Dawn Carlson Location: Grove Elementary School

Position: Noon Aide (1.5 hrs/day)

Effective Date: April 8, 2016
Date of Hire: September 27, 2011

IV. Policy Review and Approval

A. Policy 830.1 Facility Use Policy for the Performing Arts Center (PAC)

The policy was reviewed and approved for first reading at the regular Business Services Committee meeting in March 2016. The administration recommends approval of Policy 830.1 Facility Use Policy for the Performing Arts Center (PAC) for second reading. (Attachment A)

V. Action on Employee Handbook Revisions

A. Discussion and possible action on an update to the Post-employment Insurance Benefit language in the Office/Clerical and Aide Support Staff Employee Handbook. (*Attachment B*)

The administration recommends approval of the proposed language changes regarding Post-employment Insurance Benefit language found under the "Benefits" section of the Employee Handbook for Office/Clerical and Aide Support Staff.

B. Discussion and possible action on an update to the Health Insurance language in the Office/Clerical and Aide Support Staff Employee Handbook. (Attachment C)

The administration recommends approval of the proposed language changes regarding health insurance language found under the "Benefits" section of the Employee Handbook for Office/Clerical and Aide Support Staff.

C. Discussion and possible action on an update to the Sick Leave language in the Office/Clerical and Aide Support Staff Employee Handbook. (*Attachment D*)

The administration recommends approval of the proposed language changes regarding Sick Leave language found under the "Leaves of Absence" section of the Employee Handbook for Office/Clerical and Aide Support Staff.

VI. Teacher Contract Change

A. Discussion and possible action to adjust the monetary requirements for liquidated damages for breach of contract included within the 2016-17 individual teacher contracts.

VII. Consent Agenda

Personnel Services Committee members will be asked which agenda items from the Committee meeting will be placed on the consent agenda for the regular Board of Education meeting.

VIII. Adjournment

830.1 FACILITY USE POLICY FOR THE PERFORMING ARTS CENTER (PAC)

The Board of Education recognizes that the school facilities belong to the residents of the Wisconsin Rapids School District. Therefore, the Board encourages the use of school facilities by local (school district) non-profit and patriotic organizations for intellectual, social and civic purposes within legal limitations.

Requests for use of facilities may originate with groups including, but not limited to non-profit or civic organizations, school district residents or businesses located within the school district. Political, partisan or religious meetings and activities may be permitted only upon specific approval of the Board of Education or designee.

A. Procedures and Timelines for Users

1. If the request is at least 180 days prior to the date required, the Wisconsin Rapids Public School (WRPS) District will hold a date for 30 days from the date of initial inquiry, after which the date will be released unless a completed application has been received by WRPS. Request for dates with shorter advance notice will be required to provide completed applications.

No advertising may be placed until an application for a use agreement, certificate of insurance, and deposit have been received and accepted by the WRPS.

- 2. The PAC Coordinator Secretary will review applications.
 - a. The Superintendent or designee reserves the right to deny or cancel use of school district facilities, even though the proposed use is in accordance with Board policies, if granting or continuing such permission would result in community dissatisfaction and criticism or would result in disruption or interference with the instructional program of the schools.
 - b. If approved, the user organization will receive a short-term use agreement with the estimated rental charges, and a bill for a deposit.
 - c. If the application is denied, the deposit will be returned and a written explanation will be provided to the applicant.
 - d. Appeal of a denied application may be made in writing to the Superintendent within 30 days of the receipt of the denial.
- 3. The user organization must submit a deposit and a Certificate of Insurance with WRPS named as additionally insured, in a form with coverage limits consistent with Section E of this Facility Use Policy and the WRPS community relation's policy.

A deposit fee of \$250 The facility rental fee must accompany the building use contract, if required, within 30 days of the contract approval or prior to the scheduled use, whichever is earliest. This deposit will serve to hold the reservation and will be applied to the balance due on the final invoice. The entire fee may be required with the contract at the discretion of the District.

- 4. If the applicant cancels the event, WRPS reserves the right to retain the deposit. If the facility use is cancelled due to inclement weather, public emergencies, or acts of God, the deposit will be applied to the new date, if the event is re-scheduled for a date within twelve (12) months of the original date. If the event is not re-scheduled, the District reserves the right to retain the deposit.
- 5. It is the responsibility of the user organization to:
 - a. Pay any state and county tax on sales.
 - b. Report all income to the Internal Revenue Service.
- 6. All permits are subject to immediate cancellation if it is discovered that information given on an application is misrepresented. If the use of the facility is discovered to be contrary to any policies, rules, and regulations of the Board, the permit is subject to immediate cancellation. Upon notice by the PAC Coordinator <u>Director</u> or any duly authorized agent of the Board, such activity is to cease. The Board and its agents are to be held harmless of any expenses or losses incurred by the sponsoring organization due to such cessation.

B. District Policies Regarding Rental of Facilities

- 1. By accepting a short term use agreement, the user organization accepts responsibility for the school building and assigned property while the permit is in effect as indicated in Section E of this agreement and to observe all applicable federal, state, and local laws and regulations, and all appropriate rules of the Wisconsin Rapids Public Schools Board of Education.
- 2. Prior to its use, the PAC Coordinator <u>Director</u> must approve all activities and equipment being used in the PAC.
- 3. In the event of inclement weather, it is the responsibility of the user organization to determine their use of the space. Rental charges will be billed if required to cover costs of equipment, labor, etc. WRPS shall not be liable for any loss of income due to inclement weather, public emergencies, acts of God, or from any other reason whatsoever.
- 4. If the user wishes to charge for use of WRPS parking lots, permission must be obtained in advance. Fifty percent of the parking revenue will be paid to the WRPS.
- 5. Alcoholic beverages and tobacco nicotine products such as cigarettes, smokeless tobacco or electronic cigarettes or other electronic nicotine delivery system products are prohibited are not permitted on WRPS premises. (Wis. Stats. 120.12(20); 125.09(2). Food and drink-non-alcoholic <u>refreshments</u> will be permitted in designated areas. No individual shall possess or use a dangerous-weapon in school buildings, on school premises, in a District-owned vehicle or at any school-sponsored function or event. The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms (including, but not limited to, firearms as defined in the Federal and State Gun Free School Zone Acts (18 U.S.C. 921(a)(3) and Wis. Stat. 948.605) guns of any type whatsoever, including air and gas-powered guns (whether loaded or unloaded), knives, razors with unguarded blades, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and "dangerous weapons" as defined in Wis. Stats. 939.22 (10) and 948.61, or facsimiles thereof. The only exception will be theatrical props used in appropriate settings and in accordance with District guidelines. A dangerous weapon is defined as a firearm (loaded or unloaded), knife, razor, martial arts device, explosive

device, metal knuckle, or any other object, which is used or intended to be used to inflict bodily harm.

- 6. Each group using the school facility shall provide competent adult supervision adequate to insure proper and careful use of the facilities involved. School District officials reserve the right to judge the apparent adequacy of such supervision and failure to provide such supervision will be grounds for immediate revocation of the permit and refusal of future permits to the group. Each group maintains exclusive responsibility for managing its employees, its agents, invitees or any other person during the rental agreement. This responsibility cannot be transferred to WRPS.
- 7. Organizations or individuals may not use district facilities without having a custodian on duty. <u>A</u> two hour minimal charge for custodial overtime services will apply. When regularly scheduled custodial services are not available, a charge for the <u>At the conclusion of the event, final</u> actual costs of custodial services will be made <u>calculated and invoiced</u> for all building users. Any overtime or additional costs incurred by the District, as a result of the agreement, will be billed to the user. A reasonable estimate of anticipated additional costs will be provided by the PAC Coordinator Secretary at the time of the reservation.

C. Policies Regarding Use of the PAC

1. The facility is owned and operated by the Wisconsin Rapids Public School District, and will be made available to public, private, and non-profit organizations on an equal, non-discriminatory basis. The school facilities shall not be used for any non-school purpose at any time, if such use will interfere with the curricular or co-curricular program of the school. The upcoming general school calendar is set by March 15 of the preceding school year. The first priority for scheduling the following school year, September through August, is given to school district affiliated groups. Recognizing the need of non-school district affiliated groups to schedule performances prior to March 15 of each year, the second priority for scheduling the following school year is given to those groups as defined in C.2. Preference among those groups is given to groups with historical and recurrent WRPS facility based programming and who remain in good standing. Groups contracting for the Performing Arts Center prior to March 15 may do so with the understanding that in the event the Performing Arts Center would be subsequently booked for school district activities, the West Junior High School Wisconsin Rapids Area Middle School Auditorium would be made available as an alternate.

For long-lead event planning, efforts will be made by the District to maintain availability of the Performing Arts Center for the requesting group.

- 2. After March 15, the priority for scheduling is given to those groups with historical and recurrent WRPS facility based programming. Other groups may be scheduled on approval of the Board of Education. Priority will be given to groups as long as they remain in good standing.
- 3. Exceptions to the above use policy will be determined by the Board. Such determination may be delegated to the Superintendent of Schools.
- 4. A WRPS or WRPS-certified technician or WRPS approved technician must be present whenever the facility is being used by the user organization. Certification can Approval must be obtained from the PAC Coordinator <u>Director</u> in advance with sufficient notice. Any costs associated with this provision will be billed to the user organization.

- a. The Technician's call will begin <u>a minimum of</u> one-half hour before the <u>established call</u> <u>contracted set-up</u> time.
- b. All labor charges will be for a two-hour minimum.
- c. All <u>District</u> staff will receive overtime pay for any time above 40 hours per week or 8 hours per day, under the appropriate contract provisions <u>as governed by the District's</u> policies and procedures.
- d. Unscheduled labor may not be available.
- e. Meals and breaks <u>for District staff will be governed by District policies and procedures</u> must be scheduled into work calls. (Ten minute breaks must be given in a call longer than three hours. Meals may be 30, 45 or 60 minutes, and must be included in a call of six hours or longer.)
- f. Extra charges may be assessed for custodial overtime, audio-lighting personnel, school district owned equipment, and general crowd supervision as determined by the District.
- 5. All facility time, labor, and equipment required for your the event must be identified on the application for use agreement by the lessee. Meeting last minute requests for additional time and labor may not be possible, nor will the District guarantee that additional equipment will be available. Please check the inventory ensure the availability of lighting, sound and materials prior to your event. with the PAC Coordinator. Extra charges may be assessed for custodial overtime, audio-lighting personnel, school district owned equipment, and general crowd supervision as determined by the District.
- 6. The PAC Coordinator <u>Director</u> has authority over the PAC, its control rooms, box office, dressing rooms, the music rooms, studio rooms, <u>hallways</u> and cafeteria refreshment area when required for performances or rehearsals for a scheduled event.
- 7. All staging, electric and sound plots must have prior approval by the Coordinator <u>Director</u>. Any setup deemed unsafe by the PAC <u>Coordinator <u>Director</u></u> shall be modified to the satisfaction of the District as determined by the PAC <u>Coordinator <u>Director</u></u>. The cost of any such modification shall be borne by the user organization.
- 8. Any equipment required for a scheduled event other than equipment listed in the PAC inventory must first be requested in writing on a timely basis. In the event any <u>rented</u> equipment <u>or any</u> <u>equipment</u> on the PAC inventory should become unavailable, the PAC <u>Coordinator</u> <u>Director</u> will inform the user organization on a timely basis.
- 9. The user organization shall follow all fire code regulations regarding public performance, including the use of flame resistant materials for scenic or design purposes.
- 10. The PAC lobby <u>and all hallways</u> shall be free of any obstructions and must conform to fire code regulations. Any tables or displays placed in the lobbies shall be approved by the PAC <u>Coordinator Director</u> prior to set-up.
- 11. Any use of open flame, pyrotechnics, smoke or chemical fog are prohibited unless prior approval of the PAC Coordinator *Director* is obtained. If any aforementioned materials are used without

- prior approval, the PAC staff shall have the right to discontinue the performance until the items are removed from the stage and stored in a safe and prudent manner.
- 12. The user organization shall not post signs or affix banners to the building without the prior consent of the PAC Coordinator <u>Director</u>. No items may be attached or mounted to the physical structure without prior approval. Scenery, which must be affixed to the stage floor, must be affixed with approved fasteners, and be restored to the satisfaction of the PAC Coordinator <u>Director</u>.
- 13. Third party sponsors will not be allowed to distribute materials, place objects bearing sponsor's name or highlight their product or service without prior approval of the PAC Coordinator <u>Director</u>. If contemplated, please submit sample materials in advance to the PAC Coordinator <u>Director</u>.
- 14. Parking for trucks or vans at the PAC loading zone is limited to one vehicle at a time and must be coordinated prior to the event. No vehicle may stay in the loading zone unattended. Once the vehicle is unloaded, it must move to the designated parking lot.
- 15. While it is the group's sole responsibility to establish safe sound levels, the final sound output of any recorded or live performance may be monitored by the PAC Coordinator <u>Director</u> who shall have the authority to change the levels, if required, during a performance.
- 16. Any broadcasts, telecasts, recordings, etc., require prior written consent of the PAC Coordinator *Director*.
- 17. The user organization is responsible for all licensing rights for the performance and novelty sales.
- 18. WRPS will provide a clean and unobstructed area for the event. It shall be the responsibility of the user organization to maintain and restore the area to such condition. Additional WRPS custodial or technician costs associated with maintaining and restoring the area will be billed to the group.
 - a. Any lighting, masking, or sound plot that has been used for an event must be removed and the house plot must be restored back to the house plot at the cost of the user organization.
 - b. If the orchestra pit cover or acoustic shell is used for an event, the cost of removal and installation will be billed to the user organization.
- 19. It is the responsibility of the user organization to remove all equipment immediately following the said rental, clean the dressing rooms and check the hall to secure all property belonging to the user. Any items to be returned will be sent C.O.D.
- 20. No painting is allowed on fixed surfaces without prior approval of the PAC Coordinator Director.
- 21. No removal, relocation, or alteration of the stage curtains. Requests regarding the curtains must be made in advance to the PAC Coordinator *Director*.
- 22. Only local calls are permitted from PAC phones.

- 23. No one is allowed to operate any PAC equipment <u>or systems</u>, unless <u>accompanied by previously</u> approved by the PAC Coordinator or designee, a WRPS certified technician.
- 24. No one is allowed on the catwalks, balcony areas, and rigging stairs without <u>being accompanied</u> <u>by</u> the approval of the PAC Coordinator or designee, a WRPS certified technician.
- 25. Report any problems, including any loss or injury, in the PAC immediately to the PAC Coordinator *Director* or designee.
- 26. Only the school district may pay its employees for services rendered. The office of the PAC will, in turn, bill the user organization for all salaries and fringe benefit payments. At no time shall any salary be paid directly to the employee. The school district, or its representatives, will stipulate the number of school district employees to be on duty for each activity.

D. Policies Regarding Front of House

- 1. During all public performances a WRPS House Manager or WRPS certified House Manager, as designated by the PAC Coordinator <u>Director</u>, must be present a minimum of one hour prior to curtain time and must remain until all audience members have vacated the PAC. Any costs will be billed to the user organization. The user organization <u>is responsible to have a representative at the front of the House fifteen minutes prior to the arrival of cast, crew, and any public.</u> shall be the first person in the building and the last one out arriving at least fifteen minutes prior to other members. At the conclusion of the performance, the user organization is responsible for any cast, crew, and public departures and must remain on the premises until all have vacated.
- 2. The user organization will <u>determine when lobby doors and House doors will open.</u> have the authority to open doors at their discretion.
- 3. Ushers are the responsibility of the user organization.
- 4. WRPS reserves the right to hire security for an event. All charges for security will be billed to the user organization.
- 5. The posted PAC seating capacity (833) may not be exceeded in any circumstance. (Fire Code)
- 6. Upon written request from the PAC Coordinator <u>Director</u>, the user organization will provide four complimentary tickets per performance to WRPS.

E. Agreement

The applicant agrees to abide by the rules and regulations and policies formulated by the Wisconsin Rapids Public School District regarding the use of its facility, agrees to pay expenses incurred and billed by the District, agrees to be responsible for careful and prudent use of the district facility, and to be responsible for any damages which occur. Further, the applicant as lessee, shall indemnify and save harmless the School District of Wisconsin Rapids (lessor) from and against any and all loss, cost, (including attorney's fees) damages, expenses and liability (including statutory and liability under worker's compensation laws) in the connection with claims for the damages as a result of injury or death of any person or property damage to any property sustained by lessee, its employees and all other persons, which arise from or in any manner grow out of an act or neglect on or resulting from the use of lessor's facilities and equipment by lessee, lessee's agents employees, and invitees, or any other person during the rental agreement. The Board of Education reserves the right to compel a

showing of a financial responsibility or a policy of liability insurance for any given amount as it deems is advisable as a condition precedent to the leasing of the facility.

A Certificate of Insurance showing WRPS named as additionally insured with a minimum per occurrence General Liability coverage limit of \$1,000,000, and \$100,000 Property Damage coverage as well as a Fire Damage limit of \$300,000 is required. A certificate of Insurance showing Auto and Worker's Compensation coverage and limits acceptable to the School District of Wisconsin Rapids may be required as a condition of this lease agreement. The cost of this coverage is to be paid by the lessee.

In the event any fault or neglect by WRPS or its failure to satisfy any obligations under the Use Agreement, the liability of WRPS shall be exclusively limited to the refund of any amounts paid by the user organization or due under the agreement.

Authorization for use of the school facilities shall not be considered as an endorsement of or approval of the activity, group or organization nor the purpose they represent.

The School District of Wisconsin Rapids is an equal opportunity employer and does not discriminate on the basis of race, national origin, religion, age, gender, handicap or disability or other basis prohibited by applicable fair employment laws or regulations.

The School District of Wisconsin Rapids offers equal employment opportunities and prohibits discrimination based on an employee's or applicant's age, race, color, creed, religion, genetic information, handicap or disability, marital or parental status, gender, sexual orientation, transgender status, gender identity, national origin, ancestry, citizenship, arrest record, conviction record, pregnancy, veteran status, military service, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin, use or nonuse of lawful products off District premises during non-working hours and away from District-sponsored activities, or other protected group status, as required by State or Federal law.

FEE SCHEDULE # 2 Effective March 12, 2012 TBD

FEES FOR PERFORMING ARTS CENTER – LHS			
UTILIZATION:	GROUP A IN-DISTRICT NON- PROFIT	GROUP B IN-DISTRICT FOR- PROFIT OR OUT-OF- DISTRICT NON-PROFIT	GROUP C OUT-OF-DISTRICT FOR PROFIT
	All Day 8 hours ²	All Day 8 hours ²	All Day 8 hours ²
Auditorium★ NON-Ticket Sales -or-	-\$350.00 <i>\$250.00</i>	\$700.00 <i>\$550.00</i>	\$900.00 <i>\$750.00</i>
TICKET Sales	3% of Ticket Sales	10% of Ticket Sales	15% of Ticket Sales
Rehearsal <u>- 4 hours</u>	\$100.00 ²	\$125.00 ²	\$150.00 ²
Removal/Installation of Orchestra Pit Cover*	\$225.00 \$250.00	\$300.00 <i>\$350.00</i>	\$350.00 \$400.00
Removal/Installation of Band Shell*	\$125.00	\$125.00	\$125.00
OTHER EQUIPMENT: Steinway Grand Piano <u>Clavinova</u> Piano from Music Dept. - Power Podium AV Equipment ³ Risers Fog Machine	\$125.00 \$ 75.00 	\$175.00 \$250.00 \$100.00 	-\$350.00 \$400.00 \$125.00 -\$125.00 -\$ 30.00 per piece \$ 15.00 per piece \$ 25.00
LABOR CHARGES			
Regular Technician Charge Expert Technician Charge** Custodial Charge	\$ <u>15.00</u> 30.00 per hour \$ 40.00 per hour Estimate will be provided	\$ <u>15.00</u> 30.00 per hour \$ 40.00 per hour Estimate will be provided	\$ <u>15.00</u> 30.00 per hour \$ 40.00 per hour Estimate will be provided

²If the event exceeds the contracted utilization and rehearsal time, there will be a \$150.00/hour charge.

** Areas of the facility outside of the PAC/Green Room that are utilized will be charged in accordance with the rental fees listed in Board Policy 830.

³A per piece fee for AV and other miscellaneous equipment utilized will be assessed as indicated on the "use" form. (AV fees are calculated at 5% of replacement cost of equipment.)

^{*} If the event is more than one day, the rate for removal/installation of the orchestra pit cover and/or band shell would be negotiable.

^{**}In cases of shows with extremely complex sound or lighting requirements which exceed the skills of regular house technicians, "expert" level technicians will be hired at the rate of \$40.00 per hour per technician. The need for "expert" level technicians will be determined in consultation with the PAC <u>Manager Director</u>.

Fees will be reviewed annually by the administration and appropriate recommendations for adjustment forwarded to the Board of Education.

CROSS REF.: 443.8 – Possession or Use of Weapons – Students

522.9 – Possession or Use of Weapons – Staff/Employees

830 – Use of School Facilities

832 - Possession or Use of Weapons - Visitors and Volunteers

Approved: October 11, 1999

Revised: June 17, 2002; February 11, 2008; October 12, 2009; March 12, 2012; <u>TBD</u>

Post-employment Insurance Benefit

If an employee retires after the age of fifty-seven (57) and after fifteen (15) years of service to the District, unused accumulated sick leave shall be converted to a dollar amount equal to one hundred percent (100%) of the employee's daily rate of pay at the time of retirement multiplied by the number of unused accumulated sick leave days (including accumulated days in the sick/retirement bank where applicable). Such monies shall be applied to the health insurance program monthly premium (including the HRA premium) until the total monies are exhausted.

In order to receive post-employment insurance benefits under this provision, eligible employees must give written notice of their intent to resign or retire on or before 4:30 pm on May 1 of their final school year of employment. Written notice shall be given to the Director of Human Resources and can be given by email, facsimile, US Mail or personal service. Notice shall be complete if email or facsimile is used when the notice is time stamped as sent and, in the case of U.S. Mail or personal service, when the written notice is actually delivered to the District's offices.

Health Insurance

The Board shall provide health insurance to eligible employees as described in Appendix A. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A school year employee's eligibility for District-sponsored health insurance ends in the final month of his/her working school year, unless he/she commits to return to the District's employ in the following school year as set forth in this section.

School year employees will receive notice advising if their employment will be continued in the following school year, consistent with the Reduction in Force provision of this Handbook. Employees who intend to accept continued employment for the following school year shall be required to acknowledge their acceptance on a form provided by the District, and will also acknowledge their responsibility for health insurance premiums incurred after their final month of work in the event that they do not return to work for the following school year. The District reserves the right to make appropriate deductions from remaining unpaid compensation, if any, and/or to take other appropriate steps to satisfy this obligation.

Sick Leave

Sick Leave Benefits

All regular full-time employees shall be paid sick leave benefits for all regularly scheduled working time lost by reason of illness or injury as defined herein, up to the total time accumulated by the employee. The Superintendent may require substantiation of said illness or injury.

Each "sick day" shall equate to the number of hours worked by the employee on a normal work day as scheduled at the discretion of the Board.

Regular full-time employees working thirty (30) or more hours per week shall accrue twelve(12) days of sick leave per year worked.

Regular part-time employees working fifteen (15) or more hours per week, but less than thirty(30) hours per week shall accrue ten (10) days of sick leave per year worked.

Regular part-time employees working less than fifteen (15) hours per week shall accrue five (5) days of sick leave per year worked.

School year full-time employees working thirty (30) or more hours per week shall accrue ten(10) days of sick leave per year worked.

School year part-time employees working less than thirty (30) hours per week shall accrue five (5) days of sick leave per year worked.

No more than nine hundred sixty (960) hours of sick leave can be accumulated by an employee.

Employees hired prior to July 1, 2013 who accumulated more than nine hundred sixty (960) hours of unused sick leave as of the end of fiscal year 2013, shall have the total number of accumulated days of unused sick leave in excess of nine hundred sixty (960) hours set aside in a sick/retirement bank to be available for future use. The allotment of unused sick leave in excess of nine hundred sixty (960) hours shall be credited to the sick/retirement bank one time only on July 1, 2013 and shall be based on the total accumulation of unused sick days at the close of fiscal year 2013. For example, an employee with a total accumulation of one thousand (1000) unused sick leave hours the end of fiscal year 2013 shall have forty (40) hours credited to his/her sick/retirement bank on July 1, 2013. Employees with hours in the sick/retirement bank may access these hours in the event their sick leave balance is expended down to zero. Otherwise, the sick/retirement bank shall be available for their use in conjunction with the Post-Employment Insurance Benefit subject to applicable regulations under law (see Part III – Benefits, p. 28). Once used, the sick/retirement bank hours may not be increased or replaced in future years.

In the event of separation of employment from the District during the year, sick leave benefits listed above shall be prorated based upon the actual service during the year of separation, including resignation, termination, or voluntary or involuntary transfer to a position that allows a lesser sick leave benefit.

Up to ten (10) days of accrued sick leave may be used annually to care for ill members of an employee's immediate family (parents, children, spouse, siblings, and domestic partners). Said members do not have to reside with the employee. Such leave shall be deducted from accumulated sick leave. Said days shall be for illness or accident not covered under the Family and Medical Leave Act.