

# 2026-2027 SCHOOL DISTRICT OF AMERY CERTIFIED STAFF COMPENSATION & BENEFITS

This listing of compensation and benefits for certified staff employees is a supplement to the current Certified Staff Handbook. Information within this document is effective as of July 1, 2026.

## COMPENSATION

### SALARY SCHEDULE

The Board will determine the salary schedule and the availability of level/cell movement for employees based on the financial needs of the District.

<b>LEVEL A - Cells 1-3</b>		
Entry/Level A-1	\$45,000	Move to A-2 after the first successful year of teaching.
Level A-2, A-3	\$45,500	Move through each cell after completing one successful year of teaching. Educators must complete 90 professional development hours (PDHs) to move to Level B.
<b>LEVEL B, C, D, E - Cells 1-3</b>		
Level B-1, B-2, B-3	\$47,000	Move through each cell after completing one successful year of teaching. Educators must complete 90 PDHs to move to the next level. Accelerate movement through Levels B, C, D, and E by jumping a full cell after completing 90 PDHs in two years instead of three. For example, complete 90 PDHs in two years and move from Level B-2 to Level C-1 (skipping B-3), or from Level C-2 to D-1 (skipping C-3).
Level C-1, C-2, C-3	\$50,500	
Level D-1, D-2, D-3	\$54,000	
Level E-1, E-2, E-3	\$57,500	
<b>LEVEL F - Cells 1-10</b>		
Level F-1, F-2, F-3	\$61,500	Move through each cell after completing one successful year of teaching. Educators must complete 90 PDHs to move to Level F-4. Those with a master's degree can jump directly from F-3 to G-1.
Level F-4	\$62,500	Move through each cell after completing one successful year of teaching and completing 30 PDHs annually.
Level F-5	\$63,000	
Level F-6	\$63,500	
Level F-7	\$64,000	
Level F-8	\$64,500	
Level F-9	\$65,000	
Level F-10	\$65,500	
<b>LEVEL G, H - Cells 1-3 (Master's Degree required)</b>		
Level G-1, G-2, G-3	\$66,000	Move through each cell after completing one successful year of teaching. Move to the next level after three years and 90 PDHs.
Level H-1, H-2, H-3	\$69,000	
<b>LEVEL I - Cells 1-8 (Master's Degree required)</b>		
Level I-1	\$72,000	Move through each cell after completing one successful year of teaching and completing 30 PDHs annually.
Level I-2	\$73,000	
Level I-3	\$74,000	
Level I-4	\$75,000	
Level I-5	\$76,000	
Level I-6	\$77,000	
Level I-7	\$78,000	
Level I-8	\$79,000	

1. New employees hired at A-1 will automatically advance to A-2 with no professional development requirement. Professional development requirement to advance to Level B will be 90 professional development hours (PDHs).
2. Employees who have not earned a master's degree may not proceed past Level F, Cell 10 of the salary schedule.
3. In addition to the salary schedule, the following would qualify for **supplemental pay** annually for employees at any level or cell. The degree, certification or license must be earned prior to September 1<sup>st</sup> and a transcript or other appropriate form of verification must be submitted to the District Office, along with a Certified Staff Payroll Change Form, by September 20<sup>th</sup> of the school year to be paid out on that same school year's contract. Supplemental pay will be paid by no later than June 30<sup>th</sup> beginning in the school year in which it was earned. All licenses or certifications must be current (not expired) without stipulations or conditions to be eligible for annual supplemental pay.

Master's Degree*	+ \$2,000
Additional Graduate Degree: Master's, EdS, Doctorate*	+ \$2,000
317 Reading License	+ \$1,500
316 Reading License	+ \$1,000
National Board Teacher Certification	+ \$1,000
National Certification for Counselor/School Psychologist	+ \$1,000
Certificate of Clinical Competency for Speech Pathologist	+ \$1,000
Autism Certification (12 credits)	+ \$1,000
Special Education License ( <i>maximum of two licenses, \$2,000 total</i> )**	+ \$1,000

\* *In related field of study, earned after July 01, 2013.*

\*\* *Qualifying special education licenses include a license in any area of special education eligibility (SLD, EBD, ID, etc.), early childhood special education, cross categorical special education, school psychologist, speech pathologist, occupational therapist, and physical therapist.*

4. The following qualify for **credit reimbursement** from the District. Transcripts verifying credits and a Certified Staff Payroll Change Form must be submitted to the District Office. The credit reimbursement will be paid by no later than June 30<sup>th</sup> of the school year in which the credits were earned. Credit reimbursement is limited to six credits/\$1,000 per school year per type of license. (e.g. if nine credits are earned one year and three the next, \$1,000 will be paid each of the two years.)

Six credits completed toward a 316 or 317 Reading License	\$1,000
Six credits completed toward a Special Education License	\$1,000

5. If a staff member is on an improvement plan, they will not advance to a new cell. If a staff member is on an improvement plan a second consecutive year, they will move to the lowest cell in their level. If there is not marked improvement, steps toward termination of their employment will begin.
6. If a staff member is teaching under a license with stipulations, they will not advance to a new cell on the salary schedule. If they become fully licensed by September 1<sup>st</sup> of the contract year and provide appropriate documentation by September 20<sup>th</sup>, they will be eligible to advance to the next cell for that contract year. If the license without stipulations is issued after September 1<sup>st</sup>, then the staff member will move to the next cell the following contract year.
7. All professional development requests must be pre-approved by the administrative team. Pathways to professional development include
  - a. **College Credits:** Courses taken at a technical school or university.
  - b. **District-approved Professional Development:**
    - i. In District – Classes offered in district taught by staff or subject matter experts.
    - ii. Out of District – Classes, workshops, conferences offered outside of the district.
  - c. **Action Research Project:** Independent research-based project focused in an area of interest that aligns with district goals.

Certified Staff Members may accumulate professional development hours (PDHs) and use them in the following ways:

- 1) Twenty (20) PDHs may be traded in for an additional personal day (no pay dock)\*
- 2) Ten (10) PDHs may be traded in for an additional ½ personal day (no pay dock)\*

- 3) PDHs may be traded for movement on the Certified Staff Salary Schedule.

Refer to the Certified Staff Professional Development Guide for more information.

*\* Maximum of two PDH trade days total allowed per school year.*

### **CONTRACTS AND CONTRACT NONRENEWAL**

Employment contracts will be issued in accordance with Wis. Stats 118.2(2). The District will process contract non-renewals in accordance with Wis. Stats. 118.22(3). Non-renewal of an employment contract is not considered to be termination.

### **DEDUCTIONS FROM PAYROLL**

It is the Employer's policy to comply with applicable wage and hour laws and regulations. If you have any questions or concerns about your salaried status or believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately raise the matter with district payroll staff who can assist you in understanding the information that is required to investigate the matter.

The District is committed to investigating and resolving all complaints as promptly, but also as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed, and the District will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

### **DIRECT DEPOSIT PAYMENT METHOD**

Direct deposit statements are available via Skyward Employee Access on each pay day. Direct deposit changes may be made after giving notice in writing. Each employee shall, with each electronic payroll deposit slip, receive information on the employee's salary received. In addition to the above, each employee shall have access to electronic records indicating the number of accumulated days of leave remaining to the employee's credit.

### **EMPLOYEE PAYROLL DATA**

Employees are expected to contact their supervisor and/or the District Office if any changes occur in their name, address, telephone number(s), marital status, name or number of dependents, number of tax exemptions, insurance classification, beneficiary changes, or individuals to be contacted in case of emergency. This information is necessary as it may affect your compensation, dependents' eligibility for medical insurance, and other important matters.

### **FLEXIBLE SPENDING ACCOUNT (FSA)**

The District will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account (FSA) under applicable sections of the Internal Revenue Code (§ 105, § 106, § 125 and 129) for eligible employees. Eligibility is available to employees scheduled to work thirty (30) or more hours per week. Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections (§ 105, § 106, § 125 and § 129). Funds remaining in individual plans at the end of a period of three months after the last day of the plan year will be forfeited and redirected to an account with the District's third-party administrator.

### **HEALTH EXAMINATIONS**

Health examinations required by the state of Wisconsin and/or District shall be conducted at a medical provider of their choice with the actual cost to the employee being billed to the District.

### **PAYROLL DATES**

Payrolls will be issued bi-monthly, on or before the 5<sup>th</sup> and 20<sup>th</sup> of each month, beginning in September and continuing through June or August, depending upon the payroll cycle selected by the employee. If the 5<sup>th</sup> or the 20<sup>th</sup> falls on a weekend or a holiday, pay will be issued on the workday prior to the weekend or holiday. There is no guarantee of the time of day a payroll deposit will occur at the employee's bank other than it will happen sometime on the designated payroll date.

### **SALARY DEFERRALS**

#### **TAX SHELTERED ANNUITIES (TSA)**

The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an —Investment Vehicle). The purchase of the annuity will be optional for the individual employee.

### WDC (WISCONSIN DEFERRED COMPENSATION) 457 PROGRAM

Deferred compensation (457) programs allow eligible employees to save and invest before tax and after tax (Roth) dollars through voluntary paycheck contributions, supplementing any existing retirement/pension benefits.

### VOLUNTARY DEDUCTIONS

Employees who voluntarily wish to have deductions from their pay may do so in accordance with established District guidelines.

### SUMMER SCHOOL COMPENSATION

Certified staff who teach summer school will be compensated at \$30.00 per hour.

### WAGES & OTHER FORMS OF COMPENSATION

Certified staff will be compensated for additional duties (i.e. curriculum writing, meetings, training, etc.) beyond the scheduled time and outside the school calendar. The hourly rate will be \$30.00.

## **BENEFITS**

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### INSURANCES

1. **HEALTH INSURANCE & COBRA** - The Board will provide health insurance to eligible employees. Eligibility is available to certified staff who are contracted for 75% FTE. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board in accordance with applicable state and federal regulations. The employee contribution will be:

**Tier 1:** Certified staff contracted for 75% FTE or more will pay 12% of the premium.

Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and subsequent amendments to the Act, employees covered under an employer's group health care plan are eligible for continuation of health care coverage under the group plan upon the employee's termination (except for gross misconduct) or reduction in hours. COBRA regulations also allow the employee's spouse and covered dependents to elect continuation coverage upon the employee's death, divorce or legal separation, an employee's entitlement to Medicare, a dependent's loss of dependent status under family coverage, or the employer's filing of a bankruptcy proceeding. For additional details regarding coverage and premium contributions, contact the District Office.

2. **HEALTH SAVINGS ACCOUNT**

The District will contribute to the employee's health savings account. The District will make a contribution of \$1,000 for a single insurance plan and \$2,000 for a family insurance plan. The employee may make contributions of their own. The total contribution to a health savings account is capped at a maximum set by the Internal Revenue Service (IRS).

3. **HEALTH INSURANCE – MEDICAL BENEFIT CREDIT**

Employees who are eligible to participate in the District's health insurance plan, and who voluntarily waive coverage for the school year, are eligible to receive a \$4,000 benefit credit in lieu of health insurance (prorated for the employee's work schedule, based on an 8-hour day). The payment will be made via payroll no later than July 5th of the school year for which coverage was waived, and the payment will be subject to normal income taxes. If for any reason the employee does not complete the full school year of employment, or the employee elects to participate in the medical benefit credit option after October 1st of the school year, the contribution will not be provided by the District at the end of that school year. An employee who is covered by another employee's District-provided health insurance plan is eligible for a \$2,000 medical benefit credit payment.

By opting for the medical benefit credit, employees acknowledge that they fully understand the implications of waiving medical coverage and recognize that they will not have another opportunity to enroll in the plan until the annual open enrollment period, unless the employee experiences a qualifying event as defined by the company's health plan documents. Employees who decline coverage for themselves or their dependents (including spouse) because of other medical coverage may in the future be able to enroll themselves or their dependents in this plan, provided that they request enrollment within 30 days after the other coverage ends. In addition, if an employee has a new dependent as a result of marriage, birth, adoption, or placement for adoption, they may be able to enroll themselves and their dependents in the District's health insurance plan provided that they request enrollment within 30 days after marriage, birth, adoption, or placement for adoption.

Employees who opt for the medical benefit credit payment must have medical insurance coverage from another source and cannot go without medical insurance. As proof of alternate medical insurance, employees must provide a copy of their group medical insurance ID card to the District Office indicating they are covered under another group health program as a spouse or dependent. Payment of the

medical benefit credit will not be made until such proof has been provided. Plans such as BadgerCare, Medicaid, Medicare, and those purchased on the marketplace are not considered group plans and do not qualify as alternative medical coverage per Affordable Care Act (ACA) guidelines. Such coverage will disqualify the employee from receiving the \$4,000 benefit credit. Any employee who is unsure if they have a qualifying alternate medical plan should contact the District Office for clarification.

4. **DENTAL INSURANCE** - The Board will provide dental insurance to eligible employees. Eligibility is available to certified staff who are contracted for 75% FTE. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board in accordance with applicable state and federal regulations. The employee contribution will be:

**Tier 1:** Certified staff contracted for 75% FTE or more will pay 12% of the premium.

If premiums are increased because of additional coverage or industry experience after the initial rates are received, employees shall pay the increased costs.

5. **VISION INSURANCE** – The District will provide vision insurance to eligible employees as an employee paid option. Eligibility is available to employees scheduled to work thirty (30) hours or more per week through the school year.
6. **DISABILITY INSURANCE** - Eligibility for long-term or short-term disability insurance is available to employees scheduled to work thirty (30) or more hours per week. The Board will provide long-term disability insurance to eligible employees. Short-term disability insurance is available to eligible employees as an employee-paid option.
7. **LIFE INSURANCE** - The District will pay 40% of the premium for eligible employees. Eligibility is available to employees scheduled to work thirty (30) hours or more per week. Plans to provide additional life insurance are also available at employee cost.
8. **LIABILITY INSURANCE** – The District will pay the full cost of employee liability insurance. *Ref: SDA § 780*
9. **WORKER'S COMPENSATION COVERAGE** - All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the district office and building administrator prior to seeking medical attention if at all possible. The employee is encouraged to contact the on-call nurse from the district insurance provider for evaluation of their injury. In the event of an emergency, the employee shall notify his/her immediate supervisor and the district office within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The district office will assist the employee in filling out a Worker's Compensation Form if necessary.

If any employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance, and the employee will be compensated in the following manner:

- A. The employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.
- B. The District shall pay the employee the difference between the Worker's Compensation payment prescribed by law and the regular salary, to the extent and until such time as such employee has used up his/her accumulated Personal Leave Time. Personal Leave Time deductions shall be prorated so as to agree with the portion of the daily rate paid by the District. Any loss of time under which an employee is eligible for Worker's Compensation Insurance and Personal Leave Time, shall not be compensated by the two claims at a rate greater than the employee's actual daily earnings. Any amounts greater than this daily rate received by the individual shall be reported promptly to be considered for payment.

Some types of injuries suffered while at work may not be covered by worker's compensation insurance. Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following:

- A. Injuries because of a self-inflicted wound
- B. Injuries sustained because of an employee's horseplay
- C. Injuries sustained while an employee does an activity of a strictly private nature

#### **RETIREMENT POST-EMPLOYMENT BENEFITS**

The following shall apply to employees who are actively employed and retire after reaching the age of 55:

- A. Unless otherwise specified, employees shall only be permitted to retire under this policy at the end of a school year (June 30<sup>th</sup>) following their 55th birthday.

- B. Certified staff members must notify the District of their intent to retire by February 1st of the year in which they plan to retire unless an exception has been granted by the District Administrator. Staff are still eligible to retire after February 1st, however those who declare their retirement to the District after February 1st under this plan will not be paid any of their accrued, unused sick bank.
- C. Employees will be eligible for WRS retirement benefits as authorized by Wisconsin Stats. 40.05.
- D. Retired employees will not be eligible to receive health insurance benefits through the District unless they are covered under a spouse's insurance plan provided by the District.

**Retiree-only Premium-only Plan**

*(For certified staff hired prior to July 1, 2004 who did not choose the Post-employment HRA Plan during the one-time opt-in period.)*

The following post-employment benefits shall be available to employees who retire between the ages of 55 and the age of eligibility for Medicare:

- 1. Employees who have taught at least fifteen (15) years in the District shall be eligible to receive post-employment benefits.
- 2. Unless otherwise specified, employees shall only be permitted to retire under this policy at the end of a school year following their 55th birthday.
- 3. An employee who retires pursuant to this section shall be entitled a payment of nine-thousand dollars (\$9,000.00) per year for a maximum of eight (8) years, or until the employee becomes eligible for Medicare, whichever occurs first, directed to a District established Health Reimbursement Arrangement (HRA) named the Retiree-only Premium-only HRA established for the retiree. Two payments of four-thousand five hundred dollars (\$4,500.00) each will be made (on or before July 31<sup>st</sup> and on or before January 31<sup>st</sup>) to the retiree's HRA each year this benefit is available. Payments will begin on or before July 31<sup>st</sup> following retirement.
- 4. Employees who meet the eligibility requirements and who are retiring with one hundred (100) or more days in their sick day retirement bank shall be credited with \$100 multiplied by the number of days in their sick day retirement bank. Employees who meet the eligibility requirements and who are retiring with between fifty (50) and ninety-nine (99) days in their sick day retirement bank shall be credited with \$50 multiplied by the number of days in their sick day retirement bank. The total amount of credit for sick days will be paid over a period of not more than eight (8) years into the Retiree-only Premium-only HRA established for the retiree in conjunction with the timeline established for payments per # 3 above. Payments will be made to the retiree's HRA on or before July 5<sup>th</sup> following the completion of the school year.

In the event that an employee is age 65 at the time of retirement and is entitled to sick bank payments, or the employee turns age 65 after retirement with sick bank payments remaining, the employee's sick bank balance will be converted to a 403(b) severance contribution not to exceed the IRC 415(c) (1) (A) limit. Any remaining amount beyond the IRS limit will be paid out in taxable cash through payroll.

- 5. Upon the death of an employee covered by this plan, the deceased employee's spouse and/or IRS dependents may use HRA funds that have been received up to that point to continue medical reimbursement. The deceased employee's spouse and/or IRS dependents must open a Mid America HRA premium only account where the balance of the funds may be transferred.

No new district contributions will be made to the deceased employee's HRA for the \$9,000 per year payment. If there is still payment owed for the deceased employee's sick day retirement bank, the remaining balance will be paid out to the HRA in a lump sum.

**Post-employment HRA Plan**

*(For certified staff hired on or after July 1, 2004, or for those hired prior who chose this plan during the one-time opt-in period.)*

The following post-employment benefits shall be available to employees who retire at age 55 or later:

- 1. The District will establish a Health Reimbursement Arrangement (HRA) named the Post-Employment HRA Plan for eligible certified staff. An eligible certified staff member is one who was hired after July 1, 2004 and who is retiring from the District with at least ten (10) years of employment with the District and has reached a minimum age of 55. This HRA is not transportable and remains the property of the District. The District may not spend the monies in this account in any manner that is not in accordance with the provisions outlined in the selected plans for eligible certified staff. If a certified staff member leaves employment with the District before becoming vested, all monies in the individual's plan will be forfeited and redirected to an account with the District's HRA third-party administrator.

2. Upon the death of an HRA-eligible employee, the vesting requirement of 10 years of service and age 55 will be waived. Rather, the HRA will be considered vested upon death provided that the employee has completed at least 5 years of service with the District. The deceased employee's spouse and/or IRS dependents may use these HRA funds to continue medical reimbursements.

If a deceased HRA-eligible employee has not completed 5 years of service, the HRA balance will be returned to the District's HRA trust account. No additional contributions will be made by the District.

3. The District will pay \$2,000 per year into the certified staff's HRA on or before July 5<sup>th</sup> following the completion of the school year.
4. Certified staff members must notify the District of their intent to retire by February 1<sup>st</sup> of the year in which they plan to retire. Staff are still eligible to retire after February 1<sup>st</sup>, however those who declare their retirement to the District after February 1<sup>st</sup> under this plan will be penalized 3% of the total sum of their contract in the last year of their employment in the District.
5. After a certified staff member completes their 10<sup>th</sup> year as an employee of the District, a payment of \$5,500 will be paid into the certified staff's HRA. When a certified staff member completes their 15<sup>th</sup> year as an employee of the District, an additional payment of \$5,500 will be paid into the certified staff's HRA. These payments will be made on or before the August 1<sup>st</sup> following the completion of their 10<sup>th</sup> and 15<sup>th</sup> years.
6. Each certified staff member will receive a \$2,000 contribution to their HRA for every fifty (50) days of sick time accumulated in their retirement bank. This contribution will be made at the end of the school year after each fifty (50) day increment is reached. The contribution will be made only the first time each fifty (50) day increment is reached. For example, a certified staff member who is retiring with 150 sick days in their retirement bank would receive \$2,000 after reaching each 50-day level, giving them a total of \$6,000 paid into their HRA. Any sick days remaining in the employee's sick day bank at time of retirement short of a 50-day benchmark will be paid into the employee's HRA at a rate of \$40.00 per day.
7. No additional health insurance coverage will be provided by the District upon a certified staff's retirement. Retirees will be expected to provide for their own insurance coverage. Retirees may choose to remain with the District's health insurance plan in accordance with COBRA guidelines or elect to obtain alternate coverage, using their designated HRA funds to pay premiums or un-reimbursed medical expenses.

## **WISCONSIN RETIREMENT SYSTEM**

Employee Contribution: Once eligible for coverage under WRS, coverage is mandatory, and an employee may not "opt out" of WRS. Employers and employees are each required to pay "one-half of the actuarially required contributions." Employee contributions are pre-tax.

## **LEAVES & ABSENCES**

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### **PERSONAL DAYS**

Personal days are to be used for compelling personal obligations which cannot be reasonably conducted outside of the employee's workday.

All full-time and all part-time certified staff members will be granted two (2) personal days per year based on their scheduled workday (e.g. an employee scheduled to work 4 hours per day would receive two personal leave days of 4 hours each), accumulative to four (4) days. Personal days may be used in increments of no less than one-half (.5) day.

Use of a personal day will result in a pay dock in the amount of the current daily rate of sub pay. The pay dock will be deducted from the employee's payroll during the pay period in which the personal day was taken.

An employee who resigns their position or is terminated will forfeit all unused personal days.

Requests for personal days must be submitted in the Red Rover platform (see page 9). The District Administrator has the right to approve or disapprove all requests.

### **PDH Trade Days**

Certified staff may trade their earned professional development hours (PDHs) for up to two (2) additional personal days off per school year with no pay dock. Twenty (20) PDHs equals one personal day; ten (10) PDHs equals one-half (.5) personal day. PDH trade days may be used in increments of no less than one-half (.5) days. PDHs required for a PDH trade day request must be already earned at the time the request for leave is submitted; staff may not request a PDH trade day using PDHs they plan to earn in the future. PDH trade days are personal days and therefore are subject to all personal day guidelines except for a pay dock.

**Blackout Dates**

Blackout dates are days on the school calendar for which no personal days are allowed. The district will maintain a personal day blackout date calendar that is accessible to all certified staff. It is the responsibility of all certified staff to check the blackout date calendar prior to requesting time off to ensure the requested date has not been blacked out. The district will determine blackout dates which will include the following:

- Dates of parent teacher conferences
- Dates of staff in-service
- Dates with numerous staff absences/shortage of available subs\*

*\* NOTE: The number of certified staff out of district or taking a pre-planned day off on any one day may be limited to five (5) based on substitute availability. After five (5) time off requests have been approved for any one date, the date may be blacked out. Requests beyond five (5) may be denied unless special approval is granted by the District Administrator. The first five (5) time off requests for any eligible day in a school year will be honored in the order received beginning on July 1 of that school year.*

**SICK LEAVE**

For purposes of this provision, "immediate family" shall be defined as including spouse, children, stepchildren, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers, sisters, or others living in the home with the employee.

All certified staff shall be given ten (10) sick leave days at the beginning of the school year (one for each month worked in the contract year). Part-time employees will receive sick leave on a prorated basis based upon the number of hours they are scheduled to work. Sick leave may be used in increments of no less than one-half (.5) day.

Unused sick leave "carries over" and accumulates. Sick leave balances have value upon retirement – see your plan details on pages 5-6.

Sick days cannot be used for any reason other than employee illness or health-related appointments, or the illness or health-related appointment of an immediate family member. Sick days cannot be used to extend vacations, or in lieu of personal days to extend vacations. Misrepresenting the use of a sick day may result in discipline up to and including termination of employment.

An employee who resigns their position or is terminated will forfeit all unused sick days.

If an employee breaches their contract mid-year, the ten (10) current year sick days given to the employee at the beginning of the year will be prorated for the number of months worked. If the employee has used more sick days than they are entitled to per the proration, the employee’s per diem rate of pay for each extra day used will be deducted from their final payroll.

Absences on a blackout date require special supervisor and/or District Administrator approval and may require a doctor’s note. Unapproved absences on these days will be treated as a day of leave without pay.

**LEAVE WITHOUT PAY**

Employees who have depleted their sick leave, personal leave, and bereavement/emergency leave, do not come to work, and have not been approved for leave without pay, will not be paid. Further, these employees are in breach of contract and, as such, are subject to reprimand and termination unless formally granted excused leave without pay through the District.

- 1<sup>st</sup> day of unapproved leave without pay.....Docked per diem from salary and given a verbal reprimand
- 2<sup>nd</sup> day of unapproved leave without pay .....Docked per diem from salary and given a written reprimand
- 3<sup>rd</sup> day of unapproved leave without pay .....Certified staff member is terminated

**BEREAVEMENT/EMERGENCY LEAVE**

All certified staff are allowed three (3) days of paid bereavement/emergency leave each school year to attend to an emergency or a death in the family. Part-time employees will receive bereavement/emergency leave on a prorated basis based on the number of hours they are scheduled to work.

A leave day for bereavement may be used for the death of an immediate family member of you or your spouse or domestic partner. Immediate family members include spouse, domestic partner, parent, grandparent, child, brother, sister, grandchild, aunt, uncle, niece, nephew, step-relatives and in-laws. Staff wishing to attend the funeral of someone other than an immediate family member must use a personal day for their absence.

A leave day for an emergency is intended to allow an employee to respond to unforeseen, urgent circumstances requiring the employee’s immediate attention that cannot reasonably be addressed outside of scheduled work hours. Qualifying emergencies generally involve serious and unexpected situations such as:

- Sudden injury or medical emergency involving the employee or a member of the employee’s immediate family
- Significant property damage to the employee’s residence (e.g. fire, flood, serious storm damage, or similar event)
- Urgent legal or safety matters that require the employee’s presence

Employees are expected to notify their immediate supervisor as soon as practicable when an emergency arises. The District reserves the right to request and evaluate reasonable verification of the emergency circumstances when appropriate.

Bereavement/emergency leave does not carry over or accumulate from year to year. An employee who resigns their position or is terminated will forfeit their bereavement/emergency leave days.

### **REQUESTING TIME OFF/SUBSTITUTES**

Requests for leave must be submitted using the Red Rover online platform. Leave will be granted in the order requests are received. Time off requests submitted in Red Rover after 7pm the night before the absence require the employee to also call their supervisor so they can ensure that last-minute substitute or coverage arrangements can be made.

If an employee is unable to submit a time off request due to emergency or illness, the supervisor or district office staff may submit the request on their behalf. In all other cases, the employee is responsible for submitting their time-off requests in a timely manner.

### **FMLA – FAMILY/MEDICAL/MILITARY LEAVE**

The Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA) provide certain employees with up to 12 weeks of unpaid, job-protected leave per year. They also require that employee group health benefits be maintained during the leave, although employees must continue to pay their portion of benefit costs during their leave. The District will abide by all current FMLA and WFMLA rules in place.

#### **Eligibility:**

- Federal: Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours of service over the previous 12 months.
- State: Employees are eligible if they have worked for a covered employer for more than 52 consecutive weeks, for a minimum of 1,000 paid hours.

#### **Basic Leave Entitlements - Family & Medical**

- Federal: Up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:
  - For incapacity due to pregnancy, prenatal medical care or childbirth;
  - To care for the employee's child after birth, or placement for adoption or foster care;
  - To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
  - For a serious health condition that makes the employee unable to perform the employee's job.
- State: On a calendar year basis, the following unpaid, job-protected leave is available:
  - Up to 6 weeks per 12-month period for the birth or adoption of a child;
  - Up to 2 weeks per 12-month period to care for a child, spouse, parent or parent-in-law, domestic partner or domestic partner's parent who has a serious health condition;
  - Up to 2 weeks per 12-month period for the employee's serious health condition

#### **Basic Leave Entitlements - Military**

- Federal: Eligible employees with a spouse, son, daughter, or parent on active duty or call to active-duty status may use their 12-week leave entitlement to address certain "qualifying exigencies".
  - Eligible employees may take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

Under Federal FMLA, employees may be required to use all accrued paid leave time before receiving leave without pay; under State FMLA, employee may substitute accrued paid leave time or choose to take unpaid leave.

Any employee who is interested in taking FMLA leave should contact the Payroll & Benefits Specialist for further information about your rights and responsibilities under these laws.

### **JURY & COURT DUTY**

Jury Duty is non-accumulative paid leave for as much time as is required for an employee to serve on a jury for which he or she is summoned by the court when such duty occurs during the employee's work hours. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or workdays. An employee must notify his or her immediate supervisor as soon as notice of jury duty is received. If an employee is not selected as a juror or if the case is settled midday, the employee is expected to notify their supervisor and then return to work for the remainder of the day.

An employee who is unable to report for all or part of a workday due to jury duty will be paid the regular hours he or she is scheduled to work. The employee will provide the stipend received from serving on the jury to the District Administrator and/or his/her designee and will keep any travel expenses received. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, etc.) or

loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty during his/her scheduled employment with the District will not be deducted from sick leave or other leave time the employee has earned or will earn in the future.

### **REMOTE LEARNING DAYS**

On days of remote instruction, certified staff are not required to physically report to work. Building administrators will design the remote instructional school day. Certified staff are required to follow instructions on how remote learning will occur from building principals and other supervisors. Certified staff are to be cognizant that the top priority on remote instruction days is the students they instruct during a typical school day.

### **EMERGENCY CONDITIONS**

In conjunction with local health and/or public safety authorities, the School District of Amery may decide to close a work site or take other emergency measures to safeguard the health and welfare of employees and the public and/or because a situation exists affecting the ability of employees to perform their job. Examples of emergency conditions might include power outages, a natural disaster, or a quarantine imposed by health officials. Under such circumstances, the School District of Amery may authorize paid leave status for employees.

### **WORKDAY APPOINTMENTS**

It is the expectation of the School District of Amery that employees will make every effort to schedule appointments outside of their workday. If it is necessary to schedule an appointment during the workday the employee is required to use the appropriate type of leave (personal, sick, bereavement/emergency) for their absence. An employee may arrive late up to 8:30 a.m. or leave at 2:45 p.m. for a scheduled appointment with prior approval from their building principal or supervisor. Employees who arrive after 8:30 a.m. or leave before 2:45 p.m. for an appointment are required to use a ½ day of the appropriate type of leave.

### **LEAVE OF ABSENCE**

An unpaid leave of absence that may be needed outside of established FMLA/WFMLA guidelines and procedures may be granted for the current school year with no guarantee of re-employment. A request for a leave of absence must be approved by the District Administrator. The district may require the employee to use sick leave for some or all days of their leave of absence. Requests for unpaid leaves of absence shall be made in writing to the District Administrator who may take the request to the Board of Education for consideration. Requests denied by the District Administrator may be brought to the Board of Education for consideration. Requests to extend a leave of absence into the following school year must be submitted in writing to the District Administrator who may take the request to the Board of Education for consideration.

### **EMPLOYEE ABSENCE AND SUBSTITUTES**

When a certified staff member is to be absent from school and a substitute is needed, it is the responsibility of the employee to notify their supervisor and call the District's designated substitute scheduler. If possible, such notification should be made the evening prior to the time of absence, or before 6:00 a.m. This will help to provide time for obtaining a substitute.

Certified staff are expected to have complete and up to date sub plans ready on any given day for a substitute teacher. Sub plans should be housed in an area which can be accessed by the substitute teacher. Certified staff who are planning a long-term absence should work with their supervisor and their substitute teacher to coordinate job shadowing and lesson plans as needed and agreed upon.

### **LEAVE RECORDS**

Employees may access their leave records via the Skyward Employee Access (ERMA) link on the District website.

Revised: April 17, 2017	May 17, 2021
July 17, 2017	May 16, 2022
July 16, 2018	June 27, 2022
May 20, 2019	April 17, 2023
June 22, 2020	June 26, 2023
August 25, 2020	April 15, 2024
December 21, 2020	May 13, 2024
January 18, 2021	April 21, 2025
April 12, 2021	April 13, 2026