St. Croix Central School District

Employee Handbook

Be a district respected by others as a model of excellence in student achievement.

Employee Acknowledgment

(To be signed and returned to the District Office)

I hereby acknowledge that it is my responsibility to access the *St. Croix Central School District ("District") Employee Handbook* online. My signature below indicates that I agree to read the *Handbook* and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in Board Policies and corresponding Administrative Regulations. The *Employee Handbook* and Board Policies can be located on the District's website at *www.scc.k12.wi.us.* The *Employee Handbook* and Board Policies can be found under the heading Menu > Board of Education > Board Policies >District Policies and New District Policies. The information in this *Handbook* is subject to change. I understand that changes in District policies may supersede modify or eliminate the information summarized in this *Handbook*. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. I understand that this *Handbook* does not constitute an employment contract or alter my status as an at-will employee unless specifically addressed for those employees covered by Part II, Part III or Part IV. For those employees covered by Part II and Part IV, I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

_____ _____

Printed Name Signature

_____

Date

(District Office shall maintain this page in the employee's personnel file. After the employee ceases employment with the District, the District will maintain this record pursuant to its records retention schedule, or if none, for a period of no less than 7 years.)

Table of Contents

Employee Acknowledgment 2

Table of Contents 3

District's Vision and Mission Statement 12

District Emergency Procedures 13

District Building Office Numbers 14

PART I – PROVISIONS APPLICABLE TO ALL STAFF 15

PREAMBLE AND DEFINITIONS 16

1.01 About this Handbook 16

1.02 Definitions 16

1.03 General Personnel Policies 17

SECTION 2. EMPLOYMENT LAW 18

2.01 Employment of Minors 18

2.02 Equal Opportunity 18

2.03 Equal Opportunity Complaints 18

2.04 Fair Labor Standards Act 18

2.05 Family and Medical Leave Act 18

2.06 Immigration Law Compliance 19

2.07 Harassment and Bullying 19

SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS 20

3.01 District Expectations 20

3.02 Accident/Incident Reports 20

3.03 Attendance 20

3.04 Bulletin Boards 21

3.05 Child Abuse Reporting 21

3.06 Communications 22

3.07 Confidentiality 25

3.08 Conflict of Interest 25

3.09 Contracts and Conflict of Interest 25

3.10 Copyright 26

3.11 Criminal Background Checks 26

3.12 Criminal Background Checks/Charges/Convictions for Active Employees – Obligation to Report Criminal Record 26

3.13 District Property 27

3.14 Diversity Initiatives 27

3.15 Drug-, Alcohol-, and Tobacco-Free Workplace 27
3.16 Employee Identification Badges 29
3.17 False Reports 29
3.18 Financial Controls and Oversight 29
3.19 Fraud and Financial Impropriety 29
3.20 Gifts and Sale of Goods and Services 30
3.21 Honesty 30
3.22 Investigations 30
3.23 Licensure/Certification 31
3.24 Nepotism 31
3.25 Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel Reimbursement 31
3.26 Outside Employment 32
3.27 Personal Appearance/Staff Dress Code 32
3.28 Personal Property 32
3.29 Personnel Files 32
3.30 Personnel – Student Relations 33
3.31 Physical Examination 33
3.32 Political Activity 34
3.33 Job Descriptions 34
3.34 Severance from Employment 34
3.35 Solicitations 35
3.36 Student Handbook 35
3.37 Teamwork 35
3.38 Wellness 35
3.39 Employee (Whistleblower) Protection 35
3.40 Work Spaces, Including Desks, Lockers, etc. 36
3.41 Work Made for Hire 36
3.42 Workplace Safety 36
3.43 Violence in the Workplace 38
3.44 Legal Custodian of Records 39
3.45 Breastfeeding 39
SECTION 4. MANAGEMENT RIGHTS 39
4.01 Delineation of Rights 39
4.02 Sole Basis 40

SECTION 5. GRIEVANCE PROCEDURE 40
5.01 Purpose 40
5.02 Definitions 40
5.03 Time Limits 41
5.04 Grievance Processing Procedure 41
5.05 Grievant's Right to Representation 42
5.06 Consolidation of Grievances 42
5.07 Group Grievances 42
SECTION 6. PAY PERIODS 42
6.01 Annualized Payroll Cycle 42
6.02 Payroll Dates 43
6.03 Direct Deposit Payment Method 43
6.04 Definitions for Payroll Purposes Only 43
6.05 Salary Deferrals – 403(b) Investment Program 43
SECTION 7. COMPENSATION & EXPENSE REIMBURSEMENT APPLICABLE TO DISTRICT EMPLOYEES 45
7.01 Mileage Reimbursement 45
7.02 Expenses 45
SECTION 8. WORKER'S COMPENSATION 46
8.01 Worker's Compensation Coverage and Reporting Responsibilities 46
8.02 Benefits While on Worker's Compensation 46
8.03 Injuries Not Covered by Worker's Compensation 46
SECTION 9. SICK LEAVE 46
9.01 Sick Leave Earned 46
9.02 Sick Leave Use 47
9.03 Sick Leave Accumulation 47
9.04 Sick Leave and Long-term Disability 47
9.05 Overused Sick Leave 47
9.06 Doctor's Certificate 47
9.07 Holidays During Sick Leave 47
9.08 Sick Leave Listing 47
SECTION 10. JURY DUTY LEAVES 48
10.01 Jury Duty Leave 48
10.02 Employee Notice 48
10.03 Payment for Time Out on Jury Duty 48
SECTION 11. BEREAVEMENT LEAVE 48

11.01 Bereavement/Funeral Leave for a Death in the Immediate Family 48
11.02 Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family 48
11.03 Additional Bereavement Leave 48
11.04 Part-time Employee 48
11.05 Bereavement Leave Increments 49
SECTION 12. PERSONAL LEAVE 49
12.01 Personal Days Provided 49
12.02 Reasons for Personal Leave 49
12.03 Approval of Personal Leave and the Total Number of Employees on Personal Leave 49
12.04 Part-time Regular Employees 49
12.05 Personal Leave Increments 49
12.06 Purchasing Additional Personal Leave Days 49
SECTION 13. UNIFORMED SERVICES LEAVE 50
13.01 Uniformed Services Leave of Absence 50
13.02 Seniority/Length of Service During Uniformed Services Leave 50
13.03 Request for Uniformed Services Leave 51
SECTION 14. UNPAID LEAVE OF ABSENCE 51
14.01 Medical Leave 51
14.02 Child Rearing Leave 52
14.03 Unpaid Leave of Absence - For Other than Medical and Child Rearing Reasons 53
SECTION 15. BENEFITS APPLICABLE TO ALL EMPLOYEES 53
15.01 Cafeteria Plan/Flexible Spending Account 53
15.02 Dental Insurance 54
15.03 Health Insurance 54
15.04 Liability Insurance 54
15.05 Life and Accidental Death and Dismemberment Insurance 54
15.06 Optional Additional, Spouse, and Dependent Life Insurance 54
15.07 Long-Term Disability 54
15.08 Optional Short-Term Disability 54
15.09 Vision Insurance 54
15.10 Wisconsin Retirement System (WRS) Contributions 55
15.11 Defined Benefit or Defined Contribution Post-Employment Benefit 55
15.12 Alternate-Benefit Plan [ABP] in Lieu of Health Insurance (Option Plan) 55
15.13 COBRA Law Continuation of District Health Plan Participation 56
SECTION 16. WORK STOPPAGE 57

SECTION 17. CONFORMITY TO LAW 57

PART II – TEACHER (STAFF WITH INDIVIDUAL CONTRACTS UNDER § 118.22, WIS. STATS. AND PROFESSIONAL/EXEMPT NON-SUPERVISORY EMPLOYEES) 58

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL 59

1.01 Standard for Nonrenewal for Teachers 59

1.02 Standard for Discipline and Termination 59

1.03 Representation 59

1.04 Disciplinary Materials 59

1.05 Termination of Employment 59

SECTION 2. PROFESSIONAL HOURS/WORKDAY 59

2.01 Normal Hours of Work 59

2.02 Administratively Called Meetings 60

2.03 Attendance at School Events 60

2.04 Consultation with Parents 60

2.05 Flexible Scheduling during Workweek 60

2.06 Emergency School Closures 60

2.07 School Calendar 60

SECTION 3. PROFESSIONAL GROWTH 61

3.01 Requirement to Remain Current 61

3.02 Professional Reimbursement Program 61

SECTION 4. TEACHER SUPERVISION AND EVALUATION 61

4.01 General Provisions 61

4.02 Evaluators 61

4.03 Evaluation Process – Conditions for All Employees 61

SECTION 5. Teacher Assignments, Vacancies and Transfers 62

5.01 Teacher Assignments, Vacancies and Transfers 62

5.02 Employee Resignations 63

5.03 Teacher Absence and Substitutes 63

5.04 Summer School Assignments 64

5.05 Job Sharing 64

SECTION 6. REDUCTION IN FORCE, POSITIONS & HOURS 65

6.01 Reasons for Reduction in Force 65

6.02 Notice of Reduction 65

6.03 Selection for Reduction – Steps 65

6.04 Reduction in Hours Resulting in Nonrenewal 66

6.05 Insurance Benefits Following Nonrenewal 66
6.06 Accrued Benefits during Reemployment Period 66
SECTION 7. PROFESSIONAL COMPENSATION 66
7.01 Salary 66
7.02 Initial Salary Placement 66
7.03 Salary Step Movement after First Year of Employment 66
7.04 Educational Lane Adjustments 67
7.05 Curriculum Planning Projects and Other Projects within the Scope of Employment 67
SECTION 8. INSURANCES 67
8.01 Dental Insurance 67
8.02 Health Insurance 68
8.03 Liability Insurance 69
8.04 Life and Accidental Death and Dismemberment Insurance 69
8.05 Optional Additional, Spouse, and Dependent Life Insurance 70
8.06 Long-term Disability 70
8.07 Optional Short-Term Disability 70
8.08 Vision Insurance 71
8.09 Wisconsin Retirement System (WRS) Contributions 71
PART III – SUPPORT STAFF (NON-EXEMPT STAFF WITHOUT INDIVIDUAL CONTRACTS UNDER § 118.22, WIS. STATS) 72
SECTION 1. HOURS OF WORK AND WORK SCHEDULE 73
1.01 Compensatory Time Off 73
1.02 Lunch Period 73
1.03 Breaks 73
1.04 Timecards or Other Form of Electronic Tracking of Hours Worked 74
1.05 Emergency School Closings 74
1.06 Emergency School Closing Employee Options if the Day/Time is Not Made Up 74
1.07 Weekend Event Pay 74
1.08 Attendance at Meetings 75
SECTION 2. REDUCTION IN FORCE, POSITIONS & HOURS 75
2.01 Reasons for Reduction in Force 75
2.02 Notice of Reduction 75
2.03 Selection for Reduction – Steps 75
2.04 Reduction in Hours 76
2.05 Insurance Benefits 76
2.06 Accrued Benefits 76

2.07 Furloughs 76
SECTION 3. ASSIGNMENTS, VACANCIES AND TRANSFERS 76
3.01 Determination of Assignment 76
3.02 Job Posting 76
3.03 District Ability to Select the Most Qualified Applicant 77
3.04 Involuntary Transfers 77
SECTION 4. PAID VACATION 77
4.01 Notice 77
4.02 Calendar Year Full-Time and Part-Time Employees (260 scheduled workdays) 77
4.03 Scheduling of Vacation 77
4.04 Vacation Accumulation 78
4.05 Payment Upon Termination/Transfer to a Position Not Eligible for Vacation 78
SECTION 5. HOLIDAYS 78
5.01 Holidays Defined 78
5.02 Work on a Holiday 79
SECTION 6. WAGE COMPENSATION AND EXPENSES 79
6.01 Wage Schedule 79
6.02 New Employee Wage Schedule Placement 79
6.03 Out-of-Classification Pay 79
6.04 Mileage Reimbursement 79
SECTION 7. JOB RELATED TRAINING AND LICENSURE 79
7.01 In-Service Training 79
SECTION 8. EMPLOYEE EVALUATIONS 80
8.01 Evaluation 80
8.02 Frequency 80
8.03 Receipt of Evaluation 80
8.04 Comments, Disputes 80
8.05 Evaluators 80
SECTION 9. RESIGNATION FROM EMPLOYMENT 80
9.01 Notice of Termination of Employment 80
SECTION 10. INSURANCES 80
10.01 Dental Insurance 80
10.02 Health Insurance 81
10.03 Liability Insurance 82
10.04 Life and Accidental Death and Dismemberment Insurance 82

10.05 Optional Additional, Spouse, and Dependent Life Insurance 83
10.06 Long-Term Disability 83
10.07 Optional Short-Term Disability 84
10.08 Vision Insurance 84
10.09 Wisconsin Retirement System (WRS) Contributions 84
PART IV – ADMINISTRATOR (STAFF WITH INDIVIDUAL CONTRACTS UNDER § 118.24, WIS. STATS., EXECUTIVE, ADMINISTRATIVE AND ACADEMIC ADMINISTRATIVE EMPLOYEES) 85
SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL 86
1.01 Standard for Nonrenewal for Administrators 86
1.02 Standard for Discipline and Termination 86
1.03 Disciplinary Materials 86
SECTION 2. JOB RESPONSIBILITIES 86
2.01 Professional Level of Competence 86
2.02 Devotion of Full-time to Job 86
2.03 Administrator License or Certificate 86
2.04 Job Description 86
SECTION 3. WORK SCHEDULES 87
3.01 Work Schedules for Administrative Staff 87
SECTION 4. PROFESSIONAL GROWTH 87
4.01 Requirement to Remain Current 87
SECTION 5. ADMINISTRATOR EVALUATION 87
5.01 General Provisions 87
5.02 Evaluation Frequency 87
5.03 Evaluators 87
SECTION 6. PROFESSIONAL COMPENSATION 87
6.01 Professional Compensation 87
SECTION 7. INSURANCES 88
7.01 Dental Insurance 88
7.02 Health Insurance 88
7.03 Liability Insurance 88
7.04 Life and Accidental Death and Dismemberment Insurance 88
7.05 Optional Additional, Spouse, and Dependents Life Insurance 88
7.06 Long-term Disability 88
7.07 Optional Short-term Disability 88
7.08 Vision Insurance 88
7.09 Wisconsin Retirement System (WRS) Contributions 89

7.10 Alternate Benefit Plan [ABP] in Lieu of Health Insurance (Option Plan) 89

PART V – CO-CURRICULAR STAFF 90

SECTION 1. ATHLETIC AND ACTIVITY ASSIGNMENTS 91

1.01 Contract of Assignment 91

1.02 Payments 91

1.03 Work Schedule 91

1.04 Evaluation of Extra-Curricular Assignments 91

1.05 Volunteers 92

District's Vision, Mission, Beliefs and Guiding Principles

Policy Number: **110**
Title: **District Vision, Mission, Beliefs and Guiding Principles**

Vision Statement: Be a district respected by others as a model of excellence in student achievement.

Mission Statement: To prepare our students with exceptional character, knowledge and skills to thrive in their changing world

We Believe that:

1. We must develop the whole child.
2. Teaching and learning must be exciting.
3. All students can learn at high levels. (Rigor)
4. Students are engaged when learning is made relevant to them. (Relevance)
5. Students learn best in a safe and caring environment. (Relationships)
6. We must accommodate individual learning styles.
7. All students benefit from the use of developmentally appropriate materials, practices, and strategies.
8. The use of data, evaluation and accountability are critical in making continuous improvement.

Therefore, the St. Croix Central School District will be guided by the following principles.

Guiding Principles:

1. We will insist on the highest expectations of achievement for each student.
2. We will equip students with the skills they need in order for each student to excel in the global community and to become responsible world citizens.
3. We will continually improve our school district through the use of high capacity professional learning communities.
4. We will be disciplined in the use of research-based, data-driven, best instructional practices.
5. We will maintain and develop appropriate learning environments.
6. We will move with a sense of great urgency to continually improve our processes because each student deserves the full benefit of our best practices.

Policy Adopted: April 19, 2010
Policy Revised: February 18, 2013
Policy Revised: March 17, 2014
Policy Revised: January 5, 2015

District Emergency Procedures

Should inclement weather or other emergency situation(s) require the District to close school(s) the following procedures shall be followed:

Automated calls will be placed to student and employee designated phone numbers beginning as soon as practicable using the District's Emergency Notification System (ENS) if conditions warrant the closing of schools. Staff may also be notified by the District's email service.

Local television and internet websites will also be notified as soon as practicable. Please check the following if you do not receive a phone call or an email.

Television: WCCO TV (Channel 4), KSTP TV (Channel 5), FOX-9 (Channel 9)

Internet: WCCO.COM, wccoradio.com, KSTP.com

Employees are encouraged to monitor these TV and internet websites.

District Building Office Numbers

St. Croix Central School District

Elementary School	202 S. Division Street	715-749-3119	phone
	PO Box 129	715-749-3130	fax
	Roberts, WI 54023		
Middle School	1295 Vine Street	715-796-2256	phone
	PO Box 118	715-796-2460	fax
	Hammond, WI 54015		
High School	1751 Broadway Street	715-796-5383	phone
	Hammond, WI 54015	715-796-5662	fax
Virtual Education	1751 Broadway Street	715-796-5383	phone
	Hammond, Wi 54015	715-796-5662	fax
Bus Garage	1320 Davis Street	715-796-5524	phone
	Hammond, WI 54015	715-796-7048	fax
District Office	915 Davis Street	715-796-4500	phone
	PO Box 118	715-796-4510	fax
	Hammond, WI 54015		

Part I – Provisions
Applicable to All Staff

PREAMBLE AND DEFINITIONS

1.01 About this *Handbook*

A. Employees Covered: This *Handbook* is provided as a reference document for the St. Croix Central School District's (hereinafter referred to as "District") employees. This *Handbook* is intended to cover all employees of the District; however, if any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

B. Disclaimer: The contents of this *Handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this *Handbook* is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment. Notwithstanding any provisions of this *Handbook*, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this *Handbook* or individual contract.

In case of a direct conflict between this *Handbook*, rules, regulations or policies of the Board and any specific provisions of an individual contract, the contract shall govern with respect to that issue.

This *Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* should not be considered all inclusive. Copies of Board Policies and Administrative Regulations are available at the district office to all personnel and are on the District website at www.scc.k12.wi.us. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the District School Board.

1.02 Definitions

A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.

B. Casual Employees: Casual Employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status. A casual employee has no expectation of continued employment.

C. Discipline: Discipline is defined as a suspension [unpaid or paid], or a written reprimand.

D. Regular Employees: Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.

1. Regular Full-time Employee: Regular full-time employees are defined as one who is regularly scheduled to work more than 35 hours per week for a school year or more per year.

2. Regular Part-time Employee: Regular part-time employees are defined as one who is regularly scheduled to work 35 hours or less per week for a school year or more.

3. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.

E. Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A summer school employee is defined as

an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.

1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.

2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.

F. Substitute Employees: Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence. A substitute employee has no expectation of continued employment.

G. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.

H. Teacher: Teachers are defined as persons hired under a contract pursuant to § 118.21, Wis. Stats.

I. Temporary Employees: Temporary Employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.

J. Termination: Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and without prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, "termination" shall not include, for instance, voluntary retirement, voluntary resignation, nonrenewal of contract under § 118.22, Wis. Stats. or § 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.

K. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:

1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).

2. The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).

3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).

4. The individual(s) filing the grievance must propose a specific remedy.

5. The issue and proposed remedy must be under the reasonable control of the District.

1.03 General Personnel Policies

This *Handbook* is subservient to and does not supersede the provisions set forth in District policies.

SECTION 2. EMPLOYMENT LAW

2.01 Employment of Minors

No one under eighteen (18) years of age will be employed without providing proper proof of his or her age. Minors will be employed only in accordance with state and federal laws and District policies.

2.02 Equal Opportunity

It is the policy of the District that no person may be illegally discriminated against in employment by reason of their age, race, religion, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political or religious affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.

Requests from current employees for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act must be made in writing in accordance with District policy.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by GINA. Accordingly, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information" includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. An exception to the prohibition outlined in this paragraph is family medical history for situations in which the employee is asking for leave to care for a family member with a serious health condition (e.g., under the Family and Medical Leave Act).

2.03 Equal Opportunity Complaints

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District.

2.04 Fair Labor Standards Act

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA]. For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are included on the FLSA notice. Notification of rights under the FLSA is set forth in the employment poster which can be found on the district website > Menu > HR Self-Service > Employment Posters and Notices and posted in each of the buildings**.**

2.05 Family and Medical Leave Act

A. Notification of Benefits and Leave Rights: Since the District has an employee *Handbook* or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee

obligations under the FMLA is included in the *Handbook* as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf *See* 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). The notice is posted on the district website > Menu > HR Self-Service > Employment Posters and Notices and posted in each of the buildings**.**

B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).

C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA), available at* http://www.dol.gov/whd/fmla/finalrule/WH381.pdf.

D. Designation Notice. The District shall "inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act), available at* http://www.dol.gov/whd/forms/WH-382.pdf. *See* 29 C.F.R. § 825.300(d).

2.06 Immigration Law Compliance

The District is committed to employing only United States citizens and aliens who are authorized to work in the United States. Therefore, in accordance with the Immigration Reform and Control Act of 1986, employees must complete an I-9 form before commencing work and at other times prescribed by applicable law or District policy. *The I-9 form is available* at http://www.uscis.gov/files/form/i-9.pdf

2.07 Harassment and Bullying

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of harassment and bullying. The District shall not tolerate harassment based on any personal characteristic described in Section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

A. Unwelcome sexual advances, comments or innuendos;

B. Physical or verbal abuse;

C. Jokes, insults or slurs based on any personal characteristic described in Section 2.02 (*Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks)*;

D. Taunting based on any personal characteristics described in Section 2.02; and/or

E. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

"Bullying" includes, but is not limited to, physical intimidation or assault, extortion, oral or written threats, teasing, name-calling, put-downs, threatening looks, false rumors, false accusations, retaliation for reporting harassment or bullying, and similar activities.

All employees are responsible for ensuring that harassment and bullying do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain that harassment and bullying do not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of harassment or bullying or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures. All reports regarding employee harassment or bullying shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee harassment and bullying. Actions that are determined to be harassment or bullying shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents, in writing, of alleged harassment or bullying to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of alleged harassment or bullying may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to harassment or bullying complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal.

SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 District Expectations

The District expects its employees to produce quality work, maintain confidentially, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

The District expects employees to comply with the standards of conduct set out in Board policies, this *Handbook*, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

The following delineation of employment practices is for informational purposes and is not intended to be an exhaustive list of all employment expectations that may be found in other applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

3.02 Accident/Incident Reports

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. The employee must call the district office as soon as reasonably possible within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation section of this *Handbook*.

3.03 Attendance

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties

and work all scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may only be taken during times designated by the employee's supervisor/building administrator and as further specified in other parts of this *Handbook*. Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator.

Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for on an absentee slip/time card or Skyward Employee Access using the appropriate reasons (please see Section 9 thru Section 14). The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

Employees who fail to provide adequate notice of tardiness, and incur instances of unexcused tardiness as a result, will be subject to discipline up to and including discharge. Tardiness is defined as failing to report to work at the scheduled start time of an employee's shift or workday, including failing to report back to work on time after a scheduled lunch or break period, without having preapproval to report late from an immediate supervisor. Tardiness may also include any instances where an employee has reported for the start of his or her scheduled shift or workday, but who is not prepared to actually begin working at that time.

Employees who fail to provide adequate notice of absences, and incur unexcused absences as a result, will be subject to discipline up to and including discharge. Absence is defined as failing to report to work for a scheduled shift or workday without having secured preapproved leave.

The District reserves the right to waive enforcement of these rules in very limited circumstances as may be necessary to provide a reasonable accommodation for a qualified individual with a disability under the Americans with Disabilities Act.

3.04 Bulletin Boards

The District shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. If a collective bargaining unit exists, the Association will be allowed to post items on the bulletin board subject to the restrictions set forth herein and as amended by the applicable collective bargaining agreement. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law. The Superintendent will be provided a copy of all posted material at the time of the posting. The Superintendent and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

3.05 Child Abuse Reporting

A. Any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B.

B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department or, ***in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police department*** of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.

3.06 Communications

District employees are expected to abide by the following rules when using information technology and communication resources.

A. Electronic Communications:

1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.

2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the District, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege which may be revoked at any time. Furthermore, personal electronic communications deemed inappropriate may be subjected to disciplinary action.

3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by building principal or curriculum director. External electronic storage devices are subject to monitoring if used with District resources.

B. User Responsibilities: Network/internet users (students and district employees), like traditional library users or those participating in field trips, are responsible for their actions in accessing available resources. The following standards will apply to all users (students and employees) of the network/internet:

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.

2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.

3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.

4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.

5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.

Please see Board Policy 363.2, Internet Safety and Acceptable Use located on the district website > Menu > Board of Education > New District Policies > Series 300: Instruction

C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. The following definitions apply for purposes of this section on Electronic Communication with Students:

- "Authorized Personnel" includes classroom teachers, counselors, principals, assistant principals, directors of instruction, coaches, campus athletic coordinators, athletic trainers, and any other employee designated in writing by the Superintendent or a building principal.

- "Communicate" means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to District regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

- "Electronic media" includes all forms of social media, such as, but not limited by enumeration to, the following: text messaging, instant messaging, electronic mail (email), Web logs (blogs), electronic forums (chat rooms), video sharing Websites (e.g., YouTube™), editorial comments posted on the Internet, and social network sites (e.g., Facebook™, MySpace™, Twitter™, LinkedIn™), and all forms of telecommunication such as landlines, cell phones, and web-based applications.

D. Limited Electronic Communication with Students: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:

1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).

2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.

3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.

4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.

5. The employee shall not communicate with any student between the hours of 10:00 p.m. and 6:00 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.

6. Upon written request from a parent to the principal, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.

7. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

8. All electronic communication with students shall be appropriate, professional and related to the scope of the employee's responsibilities.

E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule outlined in the District policies. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records.

Employees who create student records via email need to ensure that student records are retained for the period of time specified by the student records law. For this reason, the District heavily discourages the use of email as the means to communicate about individually identifiable students.

F. Electronic Recording**:** Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.

G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:

1. Confidentiality of student records.

2. Confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses.

3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.

4. Prohibition against harming others by knowingly making false statements about a colleague or the District.

5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.

6. Upon written request from a parent to the principal, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.

7. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

H. Personal Web Pages**:** Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.

I. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

3.07 Confidentiality

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy**.** The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

3.08 Conflict of Interest

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated.

3.09 Contracts and Conflict of Interest

No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part. *See Wis. Stats. § 946.13(1)(a) and (b).*

3.10 Copyright

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the Library Media Specialist or reference District policies.

3.11 Criminal Background Checks

All persons that have student contact (including, but not limited to applicants, volunteers, chaperones, student teachers, and observation students) are required to file in writing and in advance on forms provided by the District, a statement identifying whether the applicant:

A. Has been convicted of a misdemeanor or felony in this state or any other state or country; and

B. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District's performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination. Knowingly falsifying information shall be sufficient grounds for termination of employment.

Additionally, all persons applying for any position:

1. Shall be required to agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information; and

2. Shall be required to agree to submit to criminal history records checks to be conducted by the District.

3. May be required to supply a fingerprint sample.

Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks.

3.12 Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record

All District employees shall notify his/her immediate supervisor or administrator as soon as possible, but no more than three calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

A. crimes involving school property or funds;

B. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;

C. crimes that occur wholly or in part on school property or at a school-sponsored activity;

D. a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or

E. a misdemeanor which violates the public trust.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest or indictment shall not be an automatic basis for an adverse employment action. However, if the offense giving rise to the arrest or indictment is substantially related to the circumstances of the employee's job, and if the arrest or indictment relates to a pending criminal charge, the District may suspend the employee. Arrests or indictments for which criminal charges were dismissed shall not be the basis for adverse employment actions. Conviction of a crime shall not be an automatic basis for an adverse employment action. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

A. the nature and gravity of the offense or conduct;

B. the time that has passed since the offense, conduct and/or completion of the sentence;

C. the nature of the position to which the employee is assigned; and

D. (for non-felonious crimes only) the relationship between the offense and the position to which the employee is assigned.

Nothing herein shall prohibit the District from placing an employee on administrative leave based upon an arrest, indictment or conviction.

3.13 District Property

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Employees cannot use District property for personal gain. Any equipment, unused supplies, fobs, or keys issued must be returned prior to the employee's last day of employment, including, but not limited by enumeration: employee identification badges for building entry.

3.14 Diversity Initiatives

The District may take initiatives to achieve equal employment opportunity in all personnel actions and procedures, including, but not limited to, recruitment, hiring, training, transfers, promotions, compensation, and other benefits.

Any such initiative is to be administered not only without prejudicial and discriminatory regard to any protected status which includes but is not limited to race, creed, color, disability, national origin, sexual orientation, religion, age and sex, but special efforts in recruitment and employment shall be taken to overcome barriers to equal employment opportunities.

3.15 Drug-, Alcohol-, and Tobacco-Free Workplace

The District seeks to provide a safe drug-free workplace for all of its employees.

A. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or

distributes any illicit and/or behavior altering drug or alcoholic beverage while on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.

B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.

C. Drug-Free Awareness Program: The District shall distribute drug-free awareness information to employees regarding the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. (See Board Policy 522.1 Alcohol and Drug Free Workplace and 41 U.S.C. § 702(a) (1))

D. Reasonable Suspicion Testing**:** All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.

E. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the "Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures."

F. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. Compliance with the District's policies and rules is mandatory and is a condition of employment.

G. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].

H. Employee Assistance Program: The employee assistance program (EAP) is a voluntary work-site program to assist employees affected by behavioral, medical or productivity concerns or problems. EAP helps in the prevention, identification and resolution of these problems and concerns. To reach the EAP coordinator in the District, please contact the HR Department and/or his/her designee. More information is available on the

district website at: www.scc.k12.wi.us > Menu > Documents > HR Self-Service > Employee Assistance Program

3.16 Employee Identification Badges

The District shall provide employees with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, coworkers, vendors and the public to know who employees are. They are an important part of providing a secure environment for our students. Employees are encouraged to wear their employee identification badges in a visible spot during their contracted work time.

3.17 False Reports

Employees may be disciplined for filing false reports or statements including but not limited to the following: accident reports, attendance reports, insurance reports, physician's statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports.

3.18 Financial Controls and Oversight

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the Superintendent or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be processed in a manner that gives appropriate consideration to the confidentiality of these matters. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

3.19 Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

A. Fraud and financial impropriety shall include but is not be limited to the following:

1. forgery or unauthorized alteration of any document or account belonging to the District;
2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
4. impropriety in the handling of money or reporting of District financial transactions;
5. profiteering as a result of insider knowledge of District information or activities;
6. unauthorized disclosure of confidential or proprietary information to outside parties;
7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy;
9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;

10. failure to provide financial records required by state or local entities;

11. failure to disclose conflicts of interest as required by law or District policy;

12. disposing of District property for personal gain or benefit and,

13. any other dishonest act regarding the finances of the District.

B. Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the Superintendent or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, Superintendent, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

3.20 Gifts and Sale of Goods and Services

A. Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone intended to influence decision-making authority affecting the District. It shall not be considered a violation of this policy for an employee to receive incidental entertainment, food, refreshments, meals, or similar amenities that are provided in connection with a conference or similar work-related activity. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Employees should accept only gifts that have a maximum value of $50.

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the Superintendent for proper processing. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Gifts to employees exceeding $50 shall be donated to the District. Please refer to Board Policy 524, Staff Gifts and Gratuities and §19.59, Wis. Stats.

B. Sale of Goods and Services: No District employee may receive for his or her personal benefit anything of value from any person other than his or her employing District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on District property during the work day or at a District activity. (§ 118.12, Wis. Stats.)

3.21 Honesty

Honesty is a core value in the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, student records, etc.

3.22 Investigations

A. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph "B". Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.

B. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).

C. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

3.23 Licensure/Certification

Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in his or her personnel file. Personnel files can be found in the district office. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. A teaching contract with any person not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates.

3.24 Nepotism

A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person except with the prior approval of the Board.

B. Definition: For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.

C. Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the Superintendent or his or her designee. Should the Superintendent be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District.

3.25 Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel Reimbursement

A. Allowances or Mileage Reimbursement**:** All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement will be subjected to a driver's license record check. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, trenchers, and golf carts.

B. Notice of Traffic Violations**:** All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will

immediately notify the Superintendent. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle.

C. Commercial Driver's License (CDL)**:** In addition to the notice requirements in paragraph B and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.

D. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. *See* WIS. STAT. § 121.52(2).

3.26 Outside Employment

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The School Board expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment.

3.27 Personal Appearance/Staff Dress Code

District employees are judged not only by their service but also by their appearance. It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene. Remember, to our students, parents and the public, employees represent the District.

The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.

3.28 Personal Property

A. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.

B. Search of Personal Effects [Please see Section 3.40 of the *Handbook* for information on the Search of District Property]: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

3.29 Personnel Files

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file while in the presence of the administrator or his designee. The employee shall be entitled to have a representative accompany him/her during such review. This examination must be accomplished in the presence of the person officially charged by the Superintendent with custody of those files. The removal of this

file from the safekeeping place will be done by the official personnel file custodian. The employee's personnel file or any part thereto may not be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in § 103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such a copy.

If the request to review personnel records is pursuant to an active grievance filed by that employee, the District will provide copies of the records to the employee, at the employee's expense, and the employee and his or her representative may examine the copies outside of the presence of the administrator/records custodian.

After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.

3.30 Personnel – Student Relations

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace or any situation where students are present.

3.31 Physical Examination

A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with Section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.

B. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent with the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

   The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by GINA. Accordingly, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information" includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. An exception to the prohibition outlined in this paragraph is family medical history for situations in which the employee is asking for leave to care for a family member with a serious health condition (e.g., under the Family and Medical Leave Act).

3.32 Political Activity

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

A. No school employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, political topics. Employees should use discretion when discussing political views with students and not give personal opinions, especially when students are part of a captive audience.

B. During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a "political purpose" includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.

C. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District's policies regarding facilities use by third parties.

D. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

E. This section does not apply to the provision of information by school employees in connection with any election, referendum or legislation where authorized by the Board or Superintendent and where consistent with legal limitations on the use of public funds and school District resources.

3.33 Job Descriptions

Job descriptions are available for inspection for each District employee. At a minimum, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of the job description. Job descriptions are posted on the district website at: www.scc.k12.wi.us > Menu > Documents > Staff > Job descriptions.

3.34 Severance from Employment

An employee's employment relationship shall be broken and terminated by:

A. Termination pursuant to the terms of this *Handbook* and the employee's individual contract (if any);

B. Voluntary resignation;

C. Retirement;

D. Nonrenewal of the employee's contract, (only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes);

E. Failure to return to work the day following an offer of re-employment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a re-employment offer (only applicable to employees where a re-employment process is expressly provided for in other sections of this *Handbook*); and

F. Job abandonment.

3.35 Solicitations

Individuals, groups and organizations often wish to solicit employees to support a particular activity or organization. This solicitation may be charitable, political or for other purposes. All solicitations of employees must be approved in advance by the administration and be consistent with Board policy.

3.36 Student Handbook

Each school will provide a student handbook.

3.37 Teamwork

Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Some important actions are:

A. Getting to know co-workers and their capabilities.

B. Helping to create a pleasant, caring and enjoyable work atmosphere.

C. Making use of District technology to effectively communicate with all employees in the District.

D. Making use of District technology in order to perform all job functions well.

Teamwork is demonstrated by showing respect, cooperation and leadership at all times. Serving as an effective team member is a key component in accomplishing the District's mission.

3.38 Wellness

A. Educational Environment: District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. The District encourages staff to use foods of a high nutritional value in fundraising activities and to create an educational environment that supports the promotion of healthy food and beverage choices for students. Using food as a learning or behavior incentive should be kept to a minimum. Incentives shall be healthy food choices. The withholding of a meal as punishment is prohibited.

B. Employee Wellness**:** The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees.

3.39 Employee (Whistleblower) Protection

A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the Superintendent. If the complaint is about a practice or activity of the Superintendent, the complaint must be filed with the Board President.

B. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

C. Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does

not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

3.40 Work Spaces, Including Desks, Lockers, etc.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked except as provided for under Section 3.28, subsection B of this *Handbook*.

3.41 Work Made for Hire

Occasionally an employee has questions regarding the use of materials to be included in books or other commercial materials. Such materials created by the employee may include lesson plans, staff development presentations or tests/test items. Any work prepared by an employee within the scope of his/her employment is owned by the District. Under federal copyright laws, this is called "work made for hire." An employee with questions regarding ownership or copyrights on materials prepared within the scope of his/her employment should consult with his/her supervisor.

3.42 Workplace Safety

A. Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:

1. location of fire alarms;

2. location of fire extinguishers;

3. evacuation routes; and

4. whom to notify in case of fire.

Employees need to take precautions to prevent fires from occurring. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees should not risk their safety in fighting fires.

B. Protection of Staff: An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the Superintendent or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.

1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.

2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.

C. Notification of Safety and Health Standards: Section 101.55 of the Wisconsin statutes requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore, the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under Part I, Section 5 of this *Handbook* and under pertinent District policy to address the workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. WIS. STAT. § 101.055; Public Employee Safety and Health, available at https://dsps.wi.gov/Documents/Programs/PublicSafety/SBD9301.pdf

D. Weapons Prohibition: Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 120.13(1), 948.60, .605, .61.

1. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this policy (e.g., law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty).

2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.

3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the Superintendent. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.

E. Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

F. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:

1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).

2. The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).

3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).

4. The individual(s) filing the grievance must propose a specific remedy.

5. The issue and proposed remedy must be under the reasonable control of the District.

3.43 Violence in the Workplace

A. Expectations**:** Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.

B. Definitions as Used Under this Section:

1. *Workplace Violence:* Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
2. *Threat:* A communicated intent to inflict physical or other harm on any person or property.
3. *Intimidation:* Behavior or communication that comprises coercion, extortion, duress, or putting in fear.
4. *Court Order:* An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.

C. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:

1. Assault or battery.
2. Blatant or intentional disregard for the safety or well-being of others.
3. Commission of a violent felony or misdemeanor.
4. Dangerous or threatening horseplay or roughhousing.
5. Direct threats or physical intimidation.
6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
7. Physical restraint, confinement.
8. Possession of weapons of any kind on District property (please see Section 3.42, Subsection D).
9. Stalking.
10. Any other act that a reasonable person would perceive as constituting a threat of violence.

D. Reporting Procedure**:** An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.

2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible and follow-up with written documentation of incident within 48 hours.

An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

E. Investigation and Investigation Findings: The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.

In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

3.44 Legal Custodian of Records

For purposes of applicable public records law, the District's legal custodian is the Superintendent, who is vested by the Board with full legal power to render decisions and carry out the District's statutory public records responsibilities.

3.45 Breastfeeding

Upon request, the District shall provide a reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has the need to express the milk. For members of the professional teaching staff, "reasonable break time" generally means periods during the day when they are not engaged in instruction with students. Furthermore, the District shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Preferably, the space should have an electrical outlet for use by the employee.

Non-exempt employees under the Fair Labor Standards Act shall not be compensated for any break taken for the purpose of expressing milk, unless such break would otherwise be compensable. As a general matter, "non-exempt" employees are those who receive overtime if they work more than 40 hours in any week. Non-exempt employees shall not engage in any work-related activities during breaks used to express milk.

Jokes or harassment based on breastfeeding will not be tolerated. If an employee is the subject of such jokes or harassment on that basis, she shall report the incident(s) up the chain of command.

SECTION 4. MANAGEMENT RIGHTS

4.01 Delineation of Rights

Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this *Handbook*/individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited by enumeration to, the following rights:

A. to direct all operations of the school system;

B. to establish and require observance of reasonable work rules and schedules of work;

C. to hire, promote, transfer, schedule and assign employees in positions within the school system;

D. to suspend, discharge and take other disciplinary action against employees;

E. to relieve employees from their duties because of lack of work or any other legitimate reason;

F. to maintain efficiency of school system operations;

G. to take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;

H. to introduce new or improved methods or facilities;

I. to select employees, establish quality standards and evaluate employee performance;

J. to determine the methods, means and personnel by which school system operations are to be conducted;

K. to take whatever action is necessary to carry out the functions of the school system in situations of emergency;

L. to determine the educational policies of the District; and

M. to contract out for goods and services.

4.02 Sole Basis

Section 4, Management Rights, does not describe any rights of the union or any employee. Accordingly, the union and/or an employee(s), may not base any charge of a *Handbook* violation under the District's grievance process or any other forum solely on this section.

SECTION 5. GRIEVANCE PROCEDURE

5.01 Purpose

The purpose of this section is to provide for the exclusive internal method for resolving grievances concerning discipline, termination and workplace safety. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

5.02 Definitions

A. Grievance: A "grievance" is defined as any complaint that arises concerning discipline, termination or workplace safety.

B. Grievant: A "grievant" may be any employee or group of employees.

C. Day: The term "days" as used in this Section shall mean regularly scheduled workdays, unless otherwise indicated.

D. Discipline is defined in Part I, Section 1.02, Subsection C of the *Handbook*.

E. Termination is defined in Part I, Section 1.02, Subsection J of the *Handbook*.

F. Workplace safety is defined in Part I, Section 3.42, Subsection F of the *Handbook*.

5.03 Time Limits

The time limits set forth in this Section shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the District and the grievant. The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.

5.04 Grievance Processing Procedure

Grievances shall be processed in accordance with the following procedure:

Step One - Informal Resolution: An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting and discussion shall occur within thirty (30) days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievance. The grievant(s) shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant and (if applicable and appropriate) the representative of his/her answer within ten (10) days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file a written grievance.

Step Two - Written Grievance: If the grievance is not resolved at Step One, the grievant(s) shall file a written grievance with the immediate supervisor within ten (10) days of the response in Step One above or if no response is provided within ten (10) days of the deadline for the response. The written grievance shall include the facts upon which the grievance is based, the issues involved, the *Handbook* provision alleged to be violated and the relief sought. The grievance shall be signed and dated by the grievant. The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten (10) days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the Superintendent.

If the grievant's immediate supervisor is the Superintendent, the grievant shall skip Step Three and proceed directly to Step Four if he/she is not satisfied with response of his/her immediate supervisor at Step Two (or if no answer is provided in the above timeframe).

Step Three - Appeal to Superintendent: If the grievance is not resolved at Step Two, the grievant may appeal the written grievance to the Superintendent within ten (10) days after the response at Step Two or if no response is provided within ten (10) days of the deadline for the response. The Superintendent shall meet with the grievant(s) and/or the employee's designated representative and the principal or immediate supervisor within ten (10) days after receiving the written grievance. The Superintendent shall respond to the written grievance within ten (10) days of the meeting or at a later date as determined by the Superintendent if further investigation is warranted. The Superintendent shall indicate in writing the disposition of the grievance and forward it to the grievant and (if applicable and appropriate) the grievant's representative. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the impartial hearing officer selected by the Board.

Step Four - Appeal to Impartial Hearing Officer: If the grievance is not resolved in Step Three, the employee must notify the Superintendent, within ten (10) days after receipt of the Superintendent's answer or if no response is provided within ten (10) days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer. The selected impartial hearing officer will be approved by the School Board.

This step of the process is available only if the alleged violation of District policy or *Handbook* involves discipline, termination, or workplace safety.

If there is a dispute over the timeliness or the ability to use the grievance procedure on the issue, the administration shall have the discretion to bifurcate the hearing for the purpose of deciding those issues (i.e. address whether the grievance was filed in a timely manner before hearing the merits of the grievance or address whether the content of the grievance is properly before the impartial hearing officer).

Step Five – Appeal to School Board: If the grievance is not resolved at the prior step, the grievance may be appealed to the School Board within ten (10) days after the decision at the prior step. Either the administration or the grievant may appeal an impartial hearing officer's decision to the Board.

The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing. The Board shall be free to conduct a de novo review of the facts and law.

The Board shall render a written decision that affirms, reverses, or modifies the decision of the hearing officer (or, if applicable, of the Superintendent). Such decision shall be rendered in a timely manner and shall be sent to the administration, the grievant, and (if applicable) the grievant's representative. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

Grievances Filed by the Superintendent: In the event a grievance is filed by the Superintendent, it shall be initially filed with the Board President and Board Clerk according to the deadlines established within Step 1 of this grievance procedure and the Board shall have the role and responsibilities of the Superintendent in Step 2 and elsewhere in the process. All other notices provided by the Superintendent acting as a grievant shall similarly be filed with the Board President and Board Clerk.

5.05 Grievant's Right to Representation

Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing.

5.06 Consolidation of Grievances

Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the administration.

5.07 Group Grievances

Group grievances involving more than one employee and involve any of the following:

A. More than one work site;

B. more than one supervisor; or

C. an administrator other than the immediate supervisor.

Such grievances may be initially filed at Step Three; however, they shall follow the initial timelines for filing the grievance at Steps One and Two of the grievance processing procedure.

SECTION 6. PAY PERIODS

6.01 Annualized Payroll Cycle

A. School Year Employees:

1. Salaried Employees: For employees who do not voluntarily request to be paid on a twelve (12) month/twenty-four (24) payroll cycle, the employee shall be placed on a ten (10) month/twenty (20) payroll cycle.

Salaried employees who want to be paid on a twelve (12) month/twenty-four (24) payroll cycle shall submit the necessary form to the business office prior to the last day of school. For salaried employees, such election may be provided at the same time as the issuance of the individual contract or letter of intent.

2. Hourly Employees: All employees will be paid twice per month based on actual hours worked during the previous pay cycle. This employee group will be paid on a nineteen (19) payroll cycle per school year.

B. Calendar Year Employees:

1. Salaried Employees: All employees scheduled to work the calendar year will be placed on the twenty-four (24) payroll cycle.
2. Hourly Employees: All employees will be paid twice per month based on actual hours worked during the previous pay cycle.

C. Part-Time Non-Regular Employees: All part-time non-regular employees, including substitute employees, will be paid twice per month based on actual hours worked during the previous pay cycle.

6.02 Payroll Dates

The payroll dates shall be the 5th and 20th of each month. If the 5th or 20th of the month fall on a weekend, the payroll date will be the preceding Friday. If a bank holiday falls on the 5th or 20th, the payroll date shall be on the preceding day.

6.03 Direct Deposit Payment Method

All employees, including part-time non-regular employees, shall participate in a direct payroll deposit plan. Direct deposit changes must be made prior to processing the current payroll. Each regular non-exempt employee shall, through Employee Access, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each regular exempt employee shall, through Employee Access, 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 sick leave hours, the number of personal hours remaining to the employee's credit, holiday hours that have been used and the number remaining, and the number of vacation hours to be taken and the number remaining.

6.04 Definitions for Payroll Purposes Only

A. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.

B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.

6.05 Salary Deferrals –403(b) Investment Program

A. The District will maintain a 403(b) 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) Investment 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"). Information and forms are available on the district website at District Page > Menu > Documents > HR Self-Service > Retirement > 403b and WRS Benefits

B. The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions in one or both of the following ways:

1. Pre-tax dollars (salary reduction, also known as "regular" 403(b) contributions) or

2. After tax dollars (also known as "Roth" 403(b) contributions).

C. Employees will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District's plan document.

D. A vendor becomes a District-approved vendor by meeting the requirements set forth by the District which include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. The District may ask for proof of vendor registration from the employee to ensure a District-approved vendor has been chosen. The total number of vendors shall be limited to no more than two which are WEA Trust and The Standard or such other vendors designated by the District. If at any time there are no active employees contributing to a particular vendor, that vendor shall be removed from the District-approved vendor list.

E. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Investment Program.

F. The District will electronically transmit to the 403(b) vendor(s) the amount of the salary deferral elected by the employee. The District will transmit the amount of salary deferral once a month, provided that the District receives the appropriate invoice from the vendor.

G. Employees may choose to defer either a percent of salary or a specific dollar amount up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50) additional deferral (414(v)(2)(B)(i)).

H. The salary reduction limits will be adjusted from time to time to conform to statutory limits.

I. Catch-Up Contributions

1. Documentation will only be required where the employee's total (and age 50+) deferrals for the calendar year are in excess of the 402(g) limits.

2. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the employee's 403(b) vendor within thirty (30) calendar days if requested by the District.

3. The District agrees to provide the employee, upon written request, with timely information available from the District's records, which is necessary to enable the employee to make catch-up deferrals.

J. General:

1. The employee shall be permitted to change the 403(b) amount or vendor one (1) time per month effective the first pay period of the month provided the Salary Reduction Agreement form is received by the District Office prior to processing the first payroll of the month.

2. Stopping contributions does not constitute a change. Upon initial enrollment for new employees, the employee shall certify in writing as requested by the District but no more than two times per year (e.g., due to a change in full-time equivalency, absence, other deferrals, etc.), that the percentage or dollar

amount of salary reduction withheld from compensation complies with the limits applicable to 403(b) plan deferrals and does not exceed the amount permitted under Section 403(b), 415 and 402(g) of the IRS Code except as provided for below.

3. In no event shall the employee's contribution exceed one hundred percent (100%) of the employee's compensation less payroll and other required deductions. Employee and employer contributions are 100% vested and non-forfeitable at all times.

4. Hardship withdrawals are permitted and IRS safe harbor standards with respect to estimating an immediate and heavy financial need [Treasury Section 401(k)-1(d)(3)(iii)(B) will be used]. Contact the vendor or plan administrator for further details if a hardship withdrawal is requested.

K. Salary Reduction Agreement:

1. Employees will be required to sign an agreement to authorize 403(b) deductions from salary. The current agreement is available on the district website at District Page > Menu > Documents > HR Self-Service > Retirement > 403b and WRS Benefits. The District, without the consent of the employee, is authorized to modify the salary reduction agreement to comply with applicable legal requirements. The District will provide the employee with reasonable notice concerning any such modification.

2. A change in a beneficiary designation shall take effect when the election is accepted by the Vendor.

3. By authorizing 403(b) deductions from his/her salary, the Employee acknowledges that the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the Employee's salary reduction funds. Furthermore, the Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the 403(b) vendor.

SECTION 7. COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES

7.01 Mileage Reimbursement

The District shall reimburse employees an amount equal to current IRS Standard Mileage Rates to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available on the district website at Menu > Staff Resources > Mileage Calendar.

7.02 Expenses

Employees required, or approved, by the District to attend conferences, seminars, and in-service training sessions will be reimbursed for the actual cost or whichever is lower. Employees are to submit a Staff Meal Reimbursement Form to the district office available on the district website at Menu > HR Self-Service > Other > Travel Expenses.

SECTION 8. WORKER'S COMPENSATION

8.01 Worker's Compensation Coverage and Reporting Responsibilities

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 prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor and the district office as soon as reasonably possible within twenty-four (24) hours after the occurrence of the injury.

8.02 Benefits While on Worker's Compensation

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. Sick and Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured to the extent of available sick leave. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each day while on worker's compensation. This provision will apply as long as the employee has accumulated sick leave available, or for those employees covered by long term disability until the ninetieth (90th) consecutive day of leave, whichever occurs first.

B. Day Ninety-One (91) and thereafter of Worker's Compensation Leave: 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.

8.03 Injuries Not Covered by Worker's Compensation

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. When an employee is injured in the performance of an act which is undertaken for a strictly private purpose or to satisfy his or her own curiosity and it is apparent the job has been abandoned for the time being.

SECTION 9. SICK LEAVE

9.01 Sick Leave Earned

A. Teachers: Each employee shall receive a maximum of ten (10) days per contract year.

B. Calendar Year Employees: Each employee shall receive a maximum of ten (10) days per contract year.

C. Administration: Each employee shall receive a maximum of twelve (12) days per contract year.

D. All Other Employees: Each employee shall receive a maximum of nine (9) days per contract year.

E. Crediting of Sick Leave: Sick leave, though credited at the beginning of each fiscal year, is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.

F. Part-time Regular Employees: Part-time regular employees will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.

9.02 Sick Leave Use

If at all possible, each employee shall inform his/her supervisor prior to his/her normal daily starting time of his/her need to be absent for one of the reasons stated below.

A. Sick leave shall be paid for any absence from work due to the:

1. Personal illness, injury or serious health condition of the employee;

2. Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a disability as set forth in Wisconsin Administrative Code section PI 11.02(2) and §115.76(5), Stats. (Examples of a disability include: cognitive disability, learning disability, autism, etc.)

3. Employees may use their available sick leave days for the serious health condition of a spouse, child, domestic partner or parent.

4. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.

B. Sick Leave Increments: Sick leave may be allowed in increments of one (1) hour.

9.03 Sick Leave Accumulation

A. Calendar Year Employees, Teachers, and Administrators: For full-time and part-time employees to a maximum of 120 days.

B. All Other Regular Employees: For full-time and part-time employees to a maximum of 80 days.

9.04 Sick Leave and Long-term Disability

In the event an employee becomes eligible for benefits under the District's long term disability insurance program the employee will no longer receive paid sick leave.

9.05 Overused Sick Leave

If an employee were to leave the school system prior to the completion of his/her contract term or the school year for an individual teacher and had used all sick leave, a sum equal to the sick leave days used but not earned would be deducted from the remaining pay. Deductions will be based on one (1) day of paid sick leave earned per month of employment to a maximum of twelve (12) days per contract year.

9.06 Doctor's Certificate

Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. The certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

9.07 Holidays During Sick Leave

In the event that a paid holiday falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.

9.08 Sick Leave Listing

A summary of used and unused sick leave is available online in Employee Access.

SECTION 10 JURY DUTY LEAVES

10.01 Jury Duty Leave

Subject to the provision on "Payment for Time Out on Jury Duty" (see Section 10.03), a non-accumulative paid leave for as much time as is required will be provided to 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 work days.

10.02 Employee Notice

An employee must notify his or her immediate supervisor as soon as notice of jury duty is received. Also, the employee is expected to contact his or her immediate supervisor immediately upon termination of jury duty or when temporarily relieved of jury duty.

10.03 Payment for Time Out on Jury Duty

An employee who is unable to report for work because of jury duty will be paid the regular hours he or she is scheduled to work. The employee will send a copy of the check received from serving on the jury to the Superintendent and/or his/her designee and shall reimburse the District that amount less 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, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

SECTION 11. BEREAVEMENT LEAVE

11.01 Bereavement/Funeral Leave for a Death in the Immediate Family

In the event of death in an employee's immediate family, the employee shall be allowed up to five (5) days off work with pay per occurrence. Bereavement leave will not be deducted from an employee's accumulated leave time. Immediate family includes the spouse, parents, in-laws, domestic partner, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse.

11.02 Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family

Employees shall be granted 1 day with pay per occurrence with a maximum of three (3) days per year to attend funerals of aunts, uncles, nieces, nephews, first cousins, personal friends and other individuals residing in the employee's household. Bereavement leave will not be deducted from an employee's accumulated leave time.

11.03 Additional Bereavement Leave

In extenuating circumstances, additional days may be granted by the Superintendent or his/her designee. Such additional days, at the option of the employee, shall be deducted from the employee's accumulated sick leave if the employee wants paid leave.

11.04 Part-time Regular Employee

Part-time regular employees will receive bereavement leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works 2,080 hours per year.

11.05 Bereavement Leave Increments

Bereavement leave may be allowed in increments of one (1) hour.

SECTION 12. PERSONAL LEAVE

12.01 Personal Days Provided

A. Teachers: Employees shall be entitled to no more than two (2) days of personal leave each employment year. Personal days may accumulate to five (5) days.

B. Administrators: Employees shall be entitled to up to three (3) days of personal leave each employment year. Personal days may accumulate to five (5) days.

C. School Year and Calendar Year Employees: Employees shall be entitled to one (1) day of personal leave each employment year. Beginning with their eighth (8th) year of employment, employees shall be entitled to two (2) days of personal leave each employment year. Personal days may accumulate to five (5) days.

D. Personal leave will be deducted from the employee's available personal leave.

12.02 Reasons for Personal Leave

Personal leave may be used for compelling personal obligations which cannot reasonably be conducted outside of the employee's workday.

12.03 Approval of Personal Leave and the Total Number of Employees on Personal Leave

A. A request in Skyward Employee Access to the Supervisor shall be made as far in advance as possible, normally not less than five (5) days. Emergencies may delay the submitting of the written statement until the employee returns to work.

B. The Supervisor has the right to approve or disapprove all requests.

C. No more than three (3) employees per building may take personal leave on any given day when school is in session, unless the Superintendent or his/her designee grants approval to exceed the three (3) employee limit.

12.04 Part-time Regular Employees

Part-time regular employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works 2,080 hours per year.

12.05 Personal Leave Increments

Personal leave may be allowed in increments of one (1) hour.

12.06 Purchasing Additional Personal Leave Days

Employees may take up to two (2) additional personal days from their unused medical leave bank with approval from their Supervisor provided they reimburse the District for the cost of the substitute including the District's share of FICA taxes and WRS (Wisconsin Retirement System), if applicable. Employees for whom the District does not obtain a substitute to cover the additional personal hours will pay the cost of a substitute including the District's share of FICA taxes and WRS in accordance with their job description (i.e. certified staff – cost of a teacher sub and support staff – cost of a support staff sub). The employee must notify the District Office in writing one (1) month prior to taking the additional personal leave.

The two additional personal days are equal to the employees contracted hours per day and are not subject to reduction for non-supervisory class periods such as lunch hours, prep hours, etc. For example, a full time teacher will be charged an 8-hour day against their banked medical leave. Support staff will be charged their daily contracted hours against their banked medical leave.

After using the two additional personal days, the employee will be invoiced by the District Office for the total cost of the substitute and will submit payment directly to the District Office within 15 days of receiving the invoice.

SECTION 13. UNIFORMED SERVICES LEAVE

13.01 Uniformed Services Leave of Absence

Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this *Handbook*.

The "uniformed services" consist of the following [20 CFR § 1002.5(o)]:

A. Army, Navy, Marine Corps, Air Force and Coast Guard

B. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve

C. Army National Guard and Air National Guard

D. Commissioned Corps of the Public Health Service

E. Any other category of persons designated by the President in time of war or emergency

13.02 Seniority/Length of Service during Uniformed Services Leave

Employees shall continue to accrue length of service for wage/salary increments, if applicable, and all other purposes where length of service is a factor. The employee's absence shall not be construed as a break in service for any purpose.

Reemployment rights extend to persons who have been absent from a position of employment because of "service in the uniformed services." "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:

A. Active duty and active duty for training

B. Initial active duty for training

C. Inactive duty training

D. Full-time National Guard duty

E. Absence from work for an examination to determine a person's fitness for any of the above types of duty

F. Funeral honors duty performed by National Guard or Reserve members

G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). *See* 42 U.S.C. § 300hh-11(d).

13.03 Request for Uniformed Services Leave

When time permits, the request for a reserve military leave should be as far in advance as possible so the employer can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist's military orders. The request shall be submitted to the Superintendent or his/her designee.

SECTION 14. UNPAID LEAVES OF ABSENCE

14.01 Medical Leave

A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, should be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the Superintendent or his/her designee and shall be granted or denied in his/her sole discretion. The Superintendent or his/her designee may require a physician's statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by GINA. Accordingly, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information" includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. An exception to the prohibition outlined in this paragraph is family medical history for situations in which the employee is asking for leave to care for a family member with a serious health condition (e.g., under the Family and Medical Leave Act).

B. Benefits During Leave:

1. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage may be terminated.

2. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

C. Placement Upon Return from Leave: The employee shall notify the Superintendent or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable.

The employee shall be eligible to return to duty from an unpaid medical leave of absence when he/she is physically able provided:

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.

2. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.

D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.

E. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

14.02 Child Rearing Leave

A. Application Procedures: The employee shall notify their Supervisor and the district office for an unpaid child rearing leave at least forty-five (45) 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 Superintendent or his/her designee and shall be granted or denied in his/her sole discretion.

B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited as follows:

1. Child born or adopted during the summer vacation – the following two semesters.

2. Child born or adopted during the first semester – the balance of that semester plus the second semester.

3. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.

Shorter leave and/or an early return from the leave shall only be upon the mutual agreement of the employee and the supervisor.

C. Benefits during the unpaid child rearing leave:

1. The child rearing leave is an unpaid leave.

2. During the unpaid child rearing leave, the employee may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the first of the month, the employee's insurance coverage may be terminated.

3. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.

D. Return from the Unpaid Child Rearing Leave: The employee shall notify the Superintendent or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or reduction in force, whichever is applicable.

E. Interaction with Family and Medical Leave Provisions: Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

14.03 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons

A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least forty-five (45) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the Superintendent and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year.

B. Benefits During Leave:

1. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage may be terminated.

2. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

C. Placement upon Return from Leave: The employee shall notify the Superintendent or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable.

SECTION 15. BENEFITS APPLICABLE TO ALL EMPLOYEES

15.01 Cafeteria Plan/Flexible Spending Account

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) to permit employees to reduce their salary and contribute to an FSA to cover the following expenses:

A. Payment of insurance premium amounts (IRC § 106);

B. Permitted medical expenses not covered by the insurance plan (IRC § 105) subject to the limitations set forth in the Internal Revenue Service Code.

C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

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).

15.02 Dental Insurance

The District shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

15.03 Health Insurance

The District shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

15.04 Liability Insurance

Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy.

15.05 Life and Accidental Death and Dismemberment Insurance

The District shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payment toward, coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

15.06 Optional Additional, Spouse, and Dependent Life Insurance

The District may provide optional **employee-paid** additional, spouse, and dependent life insurance for eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

15.07 Long-Term Disability

The District shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payment toward, coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

15.08 Optional Short-Term Disability

The District may provide optional **employee-paid** short-term disability insurance for eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

15.09 Vision Insurance

The District shall provide vision insurance for eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

15.10 Wisconsin Retirement System (WRS) Contributions

The District shall contribute the employer's share. The employee shall pay the employee's required WRS contribution as required by state statute. Under no circumstances shall the Board pay the employee's required WRS contribution without reimbursement from the employee.

15.11 Defined Benefit or Defined Contribution Post-Employment Benefit

The District may, at its discretion, offer local retirement benefits to eligible employees. Contact the District Office for more information.

15.12 Alternate Benefit Plan [ABP] in Lieu of Health Insurance (Option Plan)

Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees:

A. Employees who choose the ABP option will be required to sign up by May 15th and commit to this change to be effective the following September 1st.

B. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an "open enrollment" opportunity to enroll in the group health insurance plan.

C. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.

D. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan in Section 15.01 between:

1. Participation in the District's health plan, with the premium payment specified at Menu > Documents > HR Self-Service > Health and Dental Insurance > Health Insurance (4 different charts)
2. A cash payment equal to the amount listed at Menu > Documents > HR Self-Service > Health and Dental Insurance > Health Insurance (4 different charts)

F. Cash Compensation: See Menu > Documents > HR Self-Service > Health and Dental Insurance > Health Insurance (4 different charts) for contribution amounts by position. Eligible employees who are employed at less than full-time who selects the cash compensation shall receive a pro-rated amount of the District's contribution based upon the part-time employee's percentage of full-time employment and date of hire.

G. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check.

I. Beginning Eligibility Date for Alternative Benefit Plan Payments:

1. New Employees. Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan fiscal year (July 1). If the employee's first date of active service is on the 1st through the 10th of the month, the District will contribute the entire monthly payment. If the employee's first date of active service is on the 11th through the 20th, the District will contribute half the monthly payment.

2. Current Employees. Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the next payroll. Absent a mid-year (January through December) cafeteria section 125 exception [such as an employee getting married, loss of spouse coverage, etc.], employees must provide proof of coverage under their spouse's health insurance by May 15th each year or at any point that the District request such proof. Once the employee is eligible to begin ABP status, contributions will begin in that month.

15.13 COBRA Law Continuation of District Health Plan Participation

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District's health, dental and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.

A. **Qualifying Events**: An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District-sponsored coverage is lost due to the occurrence of any of the following qualifying events:

1. Voluntary or involuntary termination of employment for any reason other than "gross misconduct";
2. death of the covered employee;
3. divorce or legal separation from the covered employee;
4. loss of "dependent child" status;
5. eligibility for Medicare entitlement;
6. reduction in work hours such that the employee no longer qualifies for coverage under the plan.

B. **Period of COBRA Continuation**: In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension in Section F) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.

C. **COBRA Extension** (Second qualifying events): A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:

1. The employee's death;
2. divorce or legal separation;
3. the covered employee becomes eligible for Medicare;
4. a child loses his or her "dependent child" status.

Note: The second event can be a second ***qualifying*** event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.

D. **Premium Cost & Payment**: The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation, the employee will be notified of the new premium in writing prior to its due date.

E. **Termination of Coverage**: Employee continuation coverage may be terminated automatically if:

1. the employee fails to make a monthly premium payment to the District on time;
2. the employee obtains similar coverage through a different employer;
3. the employee becomes eligible for Medicare and converts to an individual policy;
4. the District terminates its health plan;
5. the employee's guaranteed continuation period expires.

The employee or a qualified beneficiary has the responsibility to inform the District of a divorce, legal separation, or a child losing dependent status under the group health plan within sixty (60) days of the qualifying event. The District will then notify covered dependents that are affected by the event of their right to elect COBRA coverage.

COBRA participants must also notify the District if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

F. **Disability Extension** - If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from his or her family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and his or her family's qualified beneficiaries may elect a special additional eleven (11) month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11) month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from his or her family is disabled and within the first eighteen (18) months of COBRA continuation coverage. (The cost of COBRA coverage will increase from 100% to 150% of total premium during this additional eleven (11) month extension period.)

SECTION 16. WORK STOPPAGE

Employees of the District shall not engage in, condone, assist or support any strike, slowdown, or sanction, or withhold in full or in part any services to the District. In the event of a violation of this section, the District may take whatever disciplinary action it deems appropriate up to and including discharge.

SECTION 17. CONFORMITY TO LAW

If any provision of this *Handbook*, or addendum thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any sections, or addendum thereto, should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby.

Teachers

PART II – STAFF WITH INDIVIDUAL CONTRACTS UNDER § 118.22, WIS. STATS. AND PROFESSIONAL/EXEMPT NON-SUPERVISORY EMPLOYEES

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Nonrenewal for Teachers

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. No teacher shall be non-renewed for arbitrary or capricious reasons. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats. and is not covered by the grievance procedure under this *Handbook.*

1.02 Standard for Discipline and Termination

A teacher may be disciplined or terminated for "cause". Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook.* "Cause" is defined as the following:

A. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and

B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

1.03 Representation

In the event any employee is called to a meeting which may lead to discipline or discharge, the employee has the right to request representation. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

1.04 Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material.

1.05 Termination of Employment

The employment relationship between the District and any employee is terminated:

A. If the employee is non-renewed pursuant to this section.

B. If the employee is discharged pursuant to this section, for cause.

C. If the employee quits his/her employment.

D. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.

E. If the employee retires.

SECTION 2. PROFESSIONAL HOURS/WORKDAY

2.01 Normal Hours of Work

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats.

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "forty (40) hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period. The actual workday for each building shall be established by the administration.

2.02 Administratively Called Meetings

Staff Meetings: Teachers are required to attend all mandatory administratively called staff meetings. Administratively called meetings may begin thirty (30) minutes before the normal workday begins or go thirty (30) minutes later than the end of the normal workday. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Other Administratively Called Meetings: The notification and duration provisions of the previous paragraph do not include nor shall they apply to meetings of individual educational plans teams, the preparation of individual education plans, parent-teacher conferences, department meetings or activities of similar nature, which are normally conducted at other times. Teachers are required to attend such events regardless of the date, time or duration of said meetings. Teachers who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings unless mutually agreed upon.

2.03 Attendance at School Events

Teachers are required to attend all mandatory administratively required school events. These events, though not limited by enumeration, may be an open house, music program, art show and/or other District or building events that occur after the normal workday. Whenever possible, teachers shall be given no less than thirty (30) calendar days' notice of such events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the Superintendent and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the school event.

2.04 Consultation with Parents

Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and for the excellence of our schools. Such consultation may be in the form of phone contacts, emails, progress reports, in-person appointments, etc., in addition to the scheduled parent/teacher conferences.

2.05 Flexible Scheduling during Workweek

An employee may request a change in his/her weekly work schedule. The request for a change in the employee's weekly work schedule shall be made at least one (1) week in advance of the proposed change, unless circumstances allow for a shorter notice period. The request shall be filed with the employee's immediate supervisor. The immediate supervisor shall have the authority to grant or deny the employee's request in his/her sole discretion. The scheduling of hours of work under the flexible work schedule is at the sole discretion of the immediate supervisor. All hours of work under a flexible work schedule agreement must be completed within two weeks. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime or flexible professional hours.

2.06 Emergency School Closures

In the event the District is closed or an individual building(s) is closed, full or partial day closures may be made up at the discretion of the District. The District shall, at a minimum make up all days/hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements (days and hours) of the State of Wisconsin. Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.

2.07 School Calendar

The school calendar shall be determined by the Board. The calendar shall consist of 190 days. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board.

SECTION 3. PROFESSIONAL GROWTH

3.01 Requirement to Remain Current

All teachers shall engage in their Professional Learning Communities (PLC) to maintain high standards of instructional excellence. Such efforts shall include keeping current in each specific and applicable area of instruction and District established curriculum. In addition to maintaining high standards of excellence for the students and school, the teacher will make him/herself available during the contractual year and day to his/her colleagues for assistance, to the District for services beyond those specifically required as part of his/her individual contractual duties, and to the community as a valuable resource.

3.02 Professional Reimbursement Program

Teachers will be reimbursed at an hourly rate as determined from time to time for prior approved professional development outside the regular work day.

SECTION 4. Teacher Supervision and Evaluation

4.01 General Provisions

The Board and teachers view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members. Definitions under this section:

A. "Day" and "Days": The words "day" and "days" in this article mean working school days, excluding holidays, weekends, etc.

B. "Continuing Teacher": A continuing teacher is a teacher who has taught more than 3 years in the District under a full-time or part-time regular teaching contract.

C. "New Teacher": A new teacher is a teacher who has taught less than 3 years in the District under a full-time or part-time regular teaching contract.

4.02 Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The District will provide the employees placement within the supervision and evaluation rotation cycle. The District may modify this list at any time during the contract year.

4.03 Evaluation Process – Conditions for All Employees

A. Basic Requirements

1. New teachers shall be evaluated at least once annually in years one, two, and three.
2. Continuing employees shall be evaluated at least every third school year.
3. Nothing herein shall be interpreted as a limitation on the number of formal or informal evaluations that the administration may conduct on any staff member.
4. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed.

B. Acknowledgement of Receipt and Response: The teacher will acknowledge receipt of all documents related to supervision and evaluation. The teacher shall have the right to attach a report with any remarks concerning

the document(s). Acknowledging receipt does not imply agreement with all or part of the documents received.

C. Copy of Evaluation Procedures: A digital copy of the evaluation forms shall be made available to teachers at the beginning of each school year.

D. Intensive Support: Intensive support is the supervision and evaluation procedure applied to continuing teachers whose performance has not met expectations as of the most recent evaluation conference. Intensive support is designed to improve the overall performance of a veteran teacher whose overall performance has not met expectations. Continuing teachers whose overall performance has not met expectations may, at the discretion of the District, receive intensive support or may be non-renewed pursuant to § 118.22, Wis. Stats. If in the District's discretion intensive support is offered, the process shall be as follows:

1. Goal of Intensive Support: The goal of intensive support is for the teacher to meet expectations. The intensive support plan will be designed to meet the specific needs of the teacher and the performance expectations of the District.

2. Content of Intensive Support: It may include a description of the teacher's deficiencies, a description of appropriate performance, a goal-setting plan to help the teacher develop required skills, a schedule of supervisory activities including at least one evaluation, and a target date by which time the teacher will perform satisfactorily. The plan is not limited to, but might include, the following interventions: any means of staff development defined in the District staff development plan, observations and/or support by experts outside the District, and/or peer coaching or mentoring.

SECTION 5. Teacher Assignments, Vacancies and Transfers

5.01 Teacher Assignments, Vacancies and Transfers

A. Determination of Assignment: Teachers will be assigned or transferred by the Superintendent and/or his/her designee.

B. Internal Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be emailed to all school staff. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.

C. Process for Filling Vacancies: Teachers currently under contract will be given consideration for all teaching vacancies. An email posting will be sent out to all school staff and posted on WECAN. The notice shall include the date of posting. In order to be considered for a posted vacancy, teachers must submit by 4:00 p.m. a written request to the district office within seven (7) calendar days of the day of the posting.

D. External Job Posting: For openings where administration believes that there will be very few internal/external candidates, the opening may be advertised externally at the same time it is being posted internally. When this process is utilized all internal applicants will be given consideration for the openings.

E. Involuntary Transfers: The District retains the right to make an involuntary transfer when administration believes that it is in the best interest of the District. No employee will be involuntarily transferred by the District without a conference. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline under Part I, Section 5 of this *Handbook*.

5.02 Employee Resignations

A. The teacher's individual contract shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:

1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.
2. It is agreed that liquidated damages are due to the District with the notice of resignation as follows:
    a. Five hundred dollars ($500.00) if the employee's resignation is effective on or after July 1st, but before August 1st.
    b. Seven hundred and fifty dollars ($750.00) if the employee's resignation is effective on or after August 1st, but before the start of the school year.
    c. One thousand dollars ($1,000.00) if the employee's resignation is effective on or after the start of the school year.
    d. Payment of the assessed liquidated damages is required prior to Board approval of the employee's resignation.
3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by June 15th, or whose resignation is tendered and effective after the end of the school year, but before July 1st.
4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.

B. The Board in its discretion may waive the liquidated damages for the following reasons:

1. Employment transfer of spouse;
2. Illness of employee;
3. Other reasons as determined by the Board.

In the event the District chooses to waive the liquidated damages, the District shall return any damages submitted with the resignation notice to the employee.

C. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.

In the event said teacher breaches this contract by termination of services during the term hereof, the Board may, at its option, demand to recover from the teacher such amount of liquidated damages as set forth above; provided, however, that this expressed intent to liquidate the uncertain damages and harm to the District is not the exclusive remedy or right of the Board, but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from such a breach by the said teacher.

5.03 Teacher Absence and Substitutes

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to enter the request in AESOP (automated substitute calling system) the evening prior to the time of absence or before 6:30 a.m. the day of the absence. If an absence is determined to be necessary after 6:30 a.m. the day of the absence, call the designated AESOP secretary. This will help to provide time for obtaining a substitute teacher.

5.04 Summer School Assignments

When possible, summer school openings should be made known on or before April 15th. All current teachers in the District may apply for summer school positions in the same manner as non-District teachers. Employees teaching summer classes shall be given a summer school session contract in accordance with § 118.21, Wis. Stats.

5.05 Job Sharing

A. Definition: Job sharing is defined as a voluntary program to provide the opportunity for two or more employees to share a position which will be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works. Job sharing may be allowed for reasons such as child rearing, health (member or member's family), continuing education, semi-retirement, transition to other employment, or any other reason deemed appropriate.

B. Approval: Job sharing must be jointly approved by the District and the teachers who wish to participate.

C. Eligibility: In order to be eligible to participate in the job sharing program, applicants must:

1. Agree to sign a one-year contract for the shared position.
2. Agree to return to full-time status, or to be non-renewed, at the option of the District, in the event the shared position is eliminated or if one of the participants in the shared job is unable to continue in the shared assignment.
3. Be certified to teach those subjects/grade levels involved in the shared job.

D. Assignment: Shared job holders shall be assigned specific job responsibilities at the time the job sharing contract is signed. The list of job responsibilities shall be appended to the individual contract and shall minimally include, but not be limited to:

1. A description of the job to be shared and the percent of full-time for which the contract is let, as well as the above provisions controlling salary, benefits, seniority, unemployment, etc.
2. Allocation of preparation time and planning responsibilities between the job sharers.
3. Faculty meeting and parent conference responsibilities.
4. Extra-duty assignments and compensation.
5. Professional development responsibilities
6. Any other unusual or unique working conditions which may be applicable.

E. Insurance Benefits

1. The District shall pay insurance premiums for each job sharer in an amount prorated in accordance to their full-time equivalency subject to the eligibility rules of the insurance carrier. The total provided shall not exceed an amount equal to the benefits for one full-time employee.
2. Job sharers may retain full fringe benefits purchased by payroll deduction of the difference between the District's prorated share of the premium and the full amount of the premium.

SECTION 6. REDUCTION IN FORCE, POSITIONS & HOURS

6.01 Reasons for Reduction in Force

In the event the Board determines to reduce the number of positions or the number of hours in any position, the provisions set forth in this section shall apply.

6.02 Notice of Reduction

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The nonrenewal notice shall specify the effective date of the nonrenewal, the right to a private conference under § 118.22, Wis. Stats.

6.03 Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial reduction in force in accordance with the following steps:

A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing a reduction in staff.

B. Step Two - Volunteers: Volunteers will be non-renewed first. The District will provide the volunteer(s) with a nonrenewal notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District directed nonrenewal under this section of the *Handbook*.

C. Step Three - Selection for Reduction: The District shall select the employee in the affected grade level, department/certification area for nonrenewal [full nonrenewal or a reduction in hours].

1. Grade Levels/ Departments/Certification Area for the purpose of this section shall be defined as:

   a. Elementary (K-5) - Teachers from all buildings will be considered, not just the building in which the nonrenewal is necessary.

   b. Middle School and High School (6-12) - Teachers will be considered for nonrenewal from within the department (see definition below in 1c) in which the nonrenewal is deemed necessary. All teachers who teach two or more periods within that department will be considered for nonrenewal.

   c. Departments: The term "department" shall mean the subject area in which the teacher taught during the current school year. Examples of departments are math, English, history, science, etc. By enumeration no restriction is placed on the number or types of departments. The number and type of departments is at the discretion of the Board.

2. The District shall utilize the following criteria in order of application for determining the employee for nonrenewal:

   a. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.

   b. Qualifications as Established by the Board: Including, but not limited to specific skills, certification [if applicable], training, District evaluations, etc.

   c. Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area: Relevant qualifications will be those experiences and training that best relate to the position(s) to be

maintained and District needs as determined by the Board. These experiences may include but not be limited to current and past assignment and practical experience in the area of need.

d. Performance of the Employees Considered for Nonrenewal: Performance of the employees under consideration as previously and currently evaluated. Greater weight may be given to more recent evaluations.

e. Length of Service of the Employee.

1). Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.

2). Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the Board approval date. In the event two or more employees are Board approved on the same date, the employee who is senior shall be determined by the District.

3). Length of Service List: The District will annually produce a length of service list by May 1st.

6.04 Reduction in Hours Resulting in Nonrenewal

Employees who are non-renewed and such nonrenewal results in a reduction in hours shall not lose any benefits they have accrued. Benefits are defined as length of service and sick leave earned as an employee. Reduced-in-time employees shall be treated as part-time employees under this *Handbook*.

6.05 Insurance Benefits Following Nonrenewal

Please see Part I, Section 15, COBRA, subsection 15.13 for a full explanation of insurance continuation options.

6.06 Accrued Benefits during Reemployment Period

Non-renewed employees shall retain all accrued leave benefits if rehired.

SECTION 7. PROFESSIONAL COMPENSATION

7.01 Salary

A. Part-time regular employees will receive a salary in a percentage equal to their Full Time Equivalency (FTE).

B. The salary is based upon the regular school calendar.

C. The employee's prorated daily rate shall be determined in the following manner:

1. The employee's scheduled annual salary divided by 190 days equals the prorated daily rate.

7.02 Initial Salary Placement

New employees will be offered a salary commensurate with their education and years of experience.

7.03 Salary Step Movement after First Year of Employment

Employees beginning employment on or prior to the start of the second semester who have provided satisfactory service, as determined by the District, will advance to the next step the ensuing contract year provided funds are available as determined by the District. Employees who begin employment after the second day of the second semester will remain on the same step for the ensuing fiscal year. An employee may be held to the previous year's step for less than

satisfactory performance. An employee may be frozen at his/her previous year's wage rate for more serious nonperformance.

7.04 Educational Lane Adjustments

A. Accreditation: Only credits earned from an institution recognized by the North Central Association Commission on Accreditation and School Improvement Institute of Higher Education [NCA], earned at an institution accredited by another accrediting agency recognized by the NCA or in-district credit will be eligible for movement across the salary schedule. Credit will be given on the salary schedule for non-credit workshops, and other professional development items at the discretion of the Board and Administrator.

B. Prior Approval: All credits and credit equivalents intended to be used for salary increases shall be approved by the Superintendent in advance. Teachers must fill out a credit approval form or Professional Development Pre-Approval form for lane change and send it to the district office for approval by the Superintendent prior to taking the course.

1. To qualify for the Master's Degree schedule, an employee shall have gained the degree either in the field in which he/she is teaching or in an alternative field with prior approval of the Superintendent and/or his/her designee. When a Master's Degree does not exist in his/her present teaching field, a teacher may qualify with comparable graduate study in that or another field, subject to the prior approval of the Superintendent and/or his/her designee.
2. Salary increases shall be made at the beginning of the school year following attainment of the necessary credentials. Official transcripts and unofficial transcripts are acceptable provided they contain the required information.
3. All courses must be completed by June 30th to be included on the following year's contract. Credit documentation (i.e. transcripts) and credit equivalent documentation for a salary advancement must be in the office of the Superintendent by July 15th.

C. Annual Salary Increases: When a teacher qualifies for a salary increase the amount of increase will be determined based upon available allocated funds as determined by the District. Available funds will be allocated first to $2,500 for newly earned Master's Degree in the prior school year. A Board determined amount will be allocated to a base increase for each FTE. Any remaining funds allocated for salary increases will be equally divided amongst the entire staff based on FTE. Compensation is paid in all cases; however, it is not added to the base salary over 130% of the CESA 11 average and for Bachelor degrees and 135% of the CESA average for a Masters degree. Any amount over the CESA average will be paid out as a one-time cash payment as determined by the District.

7.05 Curriculum Planning Projects and Other Projects within the Scope of Employment

When the District assigns an employee to work on a curriculum or other projects that are outside of the terms of the individual employee's contract and that are approved by the Superintendent (or his/her designee), the employee shall be paid at the Board approved rate. The length of time and maximum number of hours for completion of the project shall be determined by the project supervisor, in his/her sole discretion. The compensation will be paid when the work has been completed and approved by the applicable administrator.

SECTION 8. INSURANCES

8.01 Dental Insurance

The District shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for Any District Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency (50%) is eligible to participate in the District's dental insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency (50%) are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent (4 hours/day) of a full-time equivalency, but less than a full-time one hundred percent (8 hours/day) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.

3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two family plans.

B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

1. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease on the last day of the month in which the termination becomes effective.

2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31st.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay the single premium of the dental insurance plan as shown at Menu > HR Self-Service > Health and Dental Insurance > Dental Insurance.

2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay the family premium of the dental insurance plan as shown at Menu > HR Self-Service > Health and Dental Insurance > Dental Insurance.

8.02 Health Insurance

The District shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for Any District Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency (50%) is eligible to participate in the District's health insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than fifty percent of a full-time equivalency (50%) are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent (4 hours/day) of a full-time equivalency, but less than a full-time one hundred percent (8 hours/day) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.

3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for health insurance the District will contribute to one family plan and one cash-in-lieu benefit plan. The contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.

B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* and in the individual contract terminate according to the following schedule:

1. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease on the last day of the month in which the termination becomes effective.

2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31st.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay a percentage of the single premium of the health insurance plan as determined each year during open enrollment as shown at Menu > HR Self-Service > Health and Dental Insurance > Health Insurance (4 different charts). Employees shall be responsible for the remaining portion of the premium.

2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay a percentage of the family premium of the health insurance plan as determined each year during open enrollment as shown at Menu > HR Self-Service > Health and Dental Insurance > Health Insurance (4 different charts). Employees shall be responsible for the remaining portion of the premium.

8.03 Liability Insurance

The District shall carry liability insurance which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy. Employees may inspect the District's liability insurance policy upon request.

8.04 Life and Accidental Death and Dismemberment Insurance

The District shall provide life and AD&D insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for Any District Contribution: An employee whose individual contract has an assignment of at least fifteen (15) hours per week is eligible to participate in the District's life insurance plan. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours may include, but not be limited by enumeration to the following: summer classes, substitute assignments, etc. Employees whose assignments are less than fifteen hours per week are not eligible to participate in the District's life and AD&D insurance plan.

B. Commencement and Termination of Benefits**:** Coverage will commence on the employee's first day of employment. The life insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

1. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease on the last day of the month in which the termination becomes effective.

C. Premium Contributions: The District shall pay the premium for term life insurance. The policy amount will be equal to the next highest one thousand dollars ($1000) of each eligible employee's contracted salaries excluding cash-in-lieu of health insurance.

8.05 Optional Additional, Spouse, and Dependent Life Insurance

The District may provide optional **employee-paid** additional, spouse, and dependent life insurance for eligible employees, their spouse, and dependent children. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

8.06 Long-Term Disability

The District shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for Any District Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency (50%) is eligible to participate in the District's long-term disability insurance plan. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: summer classes, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency (50%) are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The long-term disability insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

1. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease on the last day of the month in which the termination becomes effective.

C. Premium Contributions: The District shall pay the premium for long-term disability insurance. The benefit guide can be found at Menu > HR Self-Service > Short and Long Term Disability > Long Term Disability.

8.07 Optional Short-Term Disability

The District may provide optional **employee-paid** short-term disability insurance for eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. In order for this provision to remain in effect, a sufficient number of employees must participate in order to offer the optional insurance.

A. Eligibility:

1. Minimum Hours for Any District Contribution: An employee whose individual letter of assignment has an assignment of at least fifty percent of full-time equivalency (50%) is eligible to participate in the District's short-term disability insurance. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Excluded hours may include, but not be limited by enumeration to, the following: overtime, summer classes, summer work, substitute assignments, etc. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

B. Commencement and Termination of Benefits**.** Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease on the last day of the month in which the termination becomes effective.

C. Premium Contributions: The employee shall pay the premium of this optional coverage. The benefit guide can be found at Menu > HR Self-Service > Short and Long Term Disability > Short Term Disability.

8.08 Vision Insurance

The District shall provide vision insurance for eligible employees. An employee whose individual contract has an assignment of at least twenty (20) hours per week is eligible to participate in the District's vision insurance plan. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees. Vision benefit guide is available at Menu > HR Self-Service > Vision Insurance.

8.09 Wisconsin Retirement System (WRS) Contributions

The District agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution without reimbursement from the employee. For more information, go to the SCC website at Menu > HR Self-Service > Retirement > 403b and WRS Benefits > WRS Guide to Retirement

Support Staff

SECTION 1 HOURS OF WORK AND WORK SCHEDULE

1.01 Compensatory Time Off

In lieu of overtime pay, employees may, at their option, choose to receive compensatory time off. Compensatory time off may be taken by mutual agreement between the employer and the employee. One and one-half (1.5) hour of compensatory time off will be granted for each one (1) hour of work above forty (40) hours per week. Time over forty (40) hours per week does not include sick, vacation, holiday or personal leave time.

A. An agreement must be reached between the employer and the employee in order for compensatory time off to be utilized. 29 C.F.R. 553.23 A record of the agreement must be kept. Written agreement is preferable.

B. The employee may accumulate up to sixty (60) hours of compensatory time off. Any overtime exceeding forty (40) hours must be paid in cash. The employer, in its sole discretion, may pay cash in lieu of accrued compensatory time off at any time. Any unused compensatory time off will be paid out on the last paycheck in June in the fiscal year in which the time was earned.

C. The District may require that compensatory time off be exhausted before vacation is taken, even if this will result in accrued vacation being forfeited by the employee.

D. The District may in its discretion deny a request to use compensatory time off if the employee's absence on the day requested would cause an undue disruption to the District's operations (*e.g.*, another member of the department or grade level has already requested leave on that day; the district has a special event scheduled such as an open house or parent teacher conferences; the district is unable to find a substitute employee and would be left short-staffed, etc.).

E. If the District denies a request to use compensatory time off, it may either substitute the leave with cash compensation, or notify the employee of a suitable time in which he or she may use his or her earned compensatory time within a reasonable period of time of the original request.

1.02 Lunch Period

All employees who work six (6) hours or more per day will be entitled to an unpaid half-hour lunch period, which shall be duty free.

1.03 Breaks

Employees scheduled to work at least four (4) hours per work day shall receive one (1) ten (10) minute paid break. Employees scheduled to work at least eight (8) hours per work day shall receive two (2) ten (10) minute paid breaks. Breaks shall be scheduled by the immediate supervisor.

Hours Worked	**Break(s) and Lunch Period Scheduling**
0 to 3.99 hours	0 minutes
At least 4.0 to 5.99 hours	10 minutes
At least 6.0 to 7.99 hours	10 minutes and 30 minute duty-free lunch
At least 8.0 or more hours	(2) 10 minutes and 30 minute duty-free lunch

1.04 Time Cards or Other Form of Electronic Tracking of Hours Worked

Time cards or an electronic time card system shall be used by all employees. An employee's start time will begin only when he/she is fully prepared to begin work. Employees are responsible for their own time cards. If an employee leaves the premises for any personal reason, total hours worked for the day must reflect this absence. An employee shall not enter time in another employee's time card and may be subject to discipline up to and including discharge for failure to follow this procedure. An employee must use all vacation and personal hours prior to taking dock time (leave without pay).

1.05 Emergency School Closings

A. All custodians are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if possible.

B. All other twelve month employees are not required to report to work; however, they are not prohibited from reporting to work.

C. School year employees shall not report to work unless specifically requested by their supervisor.

D. Any employee not at work when school is closed for an emergency shall not be paid for that day. If the day is not rescheduled, the employee may elect one of the options listed below in Section 1.06C. Employees shall be required to make days up in the event that the District schedules make-up days.

E. If employees report to work and a decision to close schools is made after that time, those employees will be paid only for the actual hours worked. On such a day, those employees may elect one of the options below in Section 1.06C for time lost due to the partial school closing.

1.06 Emergency School Closing Employee Options if the Day/Time is Not Made Up

Employees that desire to be paid for missed time due to an emergency school closing may select one of the following options:

A. With supervisor approval, the employee may choose to work during the emergency school closing.

B. With prior supervisor approval, the employee may choose to work hours over and above their regularly assigned hours. The time set for make-up plus the regularly assigned hours cannot exceed forty (40) hours per week.

C. The employee may elect to use compensatory time off, vacation, or personal leave time if available.

1.07 Weekend Event Pay

A. Custodians called in to work weekend events (e.g., use of school district facilities by an outside agency or for co-curricular events) will be paid for the time that the employee is required to be at the District. Custodians will be pay overtime for hours worked on the weekend.

B. Weekend event hours must be pre-approved by the Buildings and Grounds Supervisor.

1.08 Attendance at Meetings

Employees required to attend meetings called or scheduled by the District shall be paid for all hours spent in attendance at such meetings.

SECTION 2. REDUCTION IN FORCE, POSITIONS & HOURS

2.01 Reasons for Reduction in Force

In the event the Board determines to reduce the number of positions or the number of hours in any position, the provisions set forth in this Article shall apply.

2.02 Notice of Reduction

The District will give at least thirty (30) calendar days' notice to the employee in writing of any reduction in force. The notice of reduction in force shall specify the effective date and that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address.

2.03 Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial reduction in force in accordance with the following:

A. Selection for Reduction: The District shall follow the guidelines below to select the employee in the affected job category for full or partial reduction in hours.

1. Job categories for the purpose of this section shall be defined as:

a.	Custodian	b.	Bus Driver
c.	Secretary/Clerical	d.	Paraprofessional
e.	Cook	f.	Nurse/Health Aide
g.	District Office Staff	h.	IT Staff
i.	Grounds Supervisor	j.	Virtual Education Enrollment Coordinator

2. The District shall utilize the following criteria in order of application for determining the employee for full or partial reduction in hours:

a. Educational Needs of the District: Those needs as identified and determined by the Board through normal channels in accordance with its constituted authority.

b. Qualifications as Established by the Board: Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.

c. Qualifications of the Remaining Employees in the Affected Job Category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and

d. Length of Service of the Employee:

1) Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.

2) Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the Board approval date. In the event two or more employees are Board approved on the same date, the employee who is senior shall be determined by the District.

2.04 Reduction in Hours

Employees who are reduced in hours shall not lose any benefits they have accrued. Benefits are defined as length of service, sick leave, and vacation earned as an employee. Reduced-in-time employees shall be treated as part-time employees under this *Handbook.*

2.05 Insurance Benefits

Please see Part I, Section 15.13 (COBRA) for an explanation of insurance continuation options.

2.06 Accrued Benefits

Reduced-in-time employees shall suffer no loss of sick leave, vacation or other accrued benefits if rehired. Sick leave days, vacation, and length of service time shall not accrue while an employee is not working for the District.

2.07 Furloughs

The District may furlough employees for budgetary reasons, and the following guidelines apply during furlough periods:

A. Employees shall not receive their wages or salary but are permitted to use accrued vacation, compensatory time (if allowed) or personal leave to receive compensation on furlough days.

B. Employees are prohibited from working.

C. Sick leave, personal leave, etc. shall continue to accrue as if the employees were working.

D. The District shall provide health insurance, dental insurance, etc. at the same level it would have if the employees were working.

SECTION 3. ASSIGNMENTS, VACANCIES AND TRANSFERS

3.01 Determination of Assignment

Employees will be assigned or transferred by the Superintendent and/or his/her designee.

3.02 Job Posting

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally for a minimum of seven (7) calendar days, unless special circumstances as determined by the District require a shorter posting period. The District may advertise externally at the time of internal posting. The District retains the right to

temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies posted externally will also be on the District's website.

3.03 District Ability to Select the Most Qualified Applicant

The District retains the right to select the most qualified applicant for any position.

3.04 Involuntary Transfers

The District reserves the right to transfer an employee when it is deemed to be in the best interest of the District. No employee will be involuntarily transferred by the District without a conference with their Supervisor.

SECTION 4. PAID VACATION

4.01 Notice

Each employee shall be able to view in Employee Access their total number of vacation hours by July 1st of each year.

4.02 Calendar Year Full-Time and Part-Time Employees Who Work Two Hundred and Sixty (260) Scheduled Work Days per Year

Paid vacation will be provided to Calendar Year Full-time and Calendar Year Part-time employees according to the following schedule:

Number of Years Worked	Vacation Days Earned
After one (1) year of service	5 days/40 hours
After two (2) years of service	10 days/80 hours
After five (5) years of service	12 days/96 hours
After seven (7) years of service	15 days/120 hours
After fifteen (15) years of service	17 days/136 hours

Full-time employees are defined as those working 2080 hours per year. Twelve month employees who work fewer than 2080 hours will have their vacation hours prorated to the percentage of their contracted hours compared to 2080 hours.

"Years of Service" as set forth in this Article does not need to be in a position that is eligible for vacation under Part III. Eligible employees in the District shall receive the preceding vacation depending on years of service as measured each July 1st. For calculation purposes vacation is earned based upon the prior years' service.

For part-time employees, vacation pay shall be pro-rated based on the average number of hours worked per week during the current year.

4.03 Scheduling of Vacation

Vacation time may be taken in full blocks, or in shorter blocks not less than one hour as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days' notice may be approved by the Superintendent and/or his/her designee. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period, but the Superintendent and/or his/her designee shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives.

4.04 Vacation Accumulation

Twelve month secretaries, district office personnel, Buildings and Grounds Supervisor, Transportation Supervisor, and Network Administrator may carry over a total of forty (40) hours from the prior year to the next year's vacation amount. Vacation days, in excess of forty (40) hours, not used by the end of the applicable twelve-month period, i.e. June 30th, will be paid at 80% of their contracted daily per diem.

4.05 Payment upon Termination/Transfer to a Position Not Eligible for Vacation

Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in his or her accumulation, as well as a pro-rated amount of the vacation that the employee would have received upon his or her next anniversary. Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee's termination and will be remitted on the final paycheck.

SECTION 5. HOLIDAYS

5.01 Holidays Defined

A paid holiday is a day off with pay for the number of hours the employee normally works. Paid holidays will be provided to full-time and part-time employees according to the following schedule:

A. Employees working a full calendar year (260 work days): Custodians, District Office Personnel, IT, Grounds Supervisor, Virtual Education Enrollment Coordinator

January 1	Thanksgiving Day
Memorial Day (Federal)	Friday after Thanksgiving Day
Good Friday	December 24
July 4	December 25
Labor Day	December 31
1 Floating Holiday	

B. Employees working fewer than 260 days and at least 1900 hours: 12 Month Secretaries

January 1	Thanksgiving Day
Memorial Day (Federal)	Friday after Thanksgiving Day
Good Friday	December 24
July 4	December 25
Labor Day	December 31
1 Floating Holiday	

C. Employees who work primarily during the school year: Paraprofessionals, Bus Drivers, Food Service, 9-Month Secretaries, District Nurses

1st Year of Service	2 Holidays
After 1 Year of Service	2 Holidays
After 7 Years of Service	3 Holidays
After 12 Years of Service	4 Holidays

After 17 Years of Service	5 Holidays
After 22 Years of Service	6 Holidays
After 27 Years of Service	7 Holidays

5.02 Work on a Holiday

Employees who work at the request of their supervisor on any of the above-mentioned holidays shall be paid time and one-half (1.5) for all hours worked in addition to the holiday pay.

SECTION 6. WAGE COMPENSATION AND EXPENSES

6.01 Wage Schedule

Current year support staff wage schedules for individual groups are available upon request.

6.02 New Employee Wage Schedule Placement

A. New employee placement – New employees shall be placed on the wage schedule at the discretion of the District.

B. Step Movement after First Year of Employment: Employees beginning employment prior to December 31st who have provided satisfactory service, as determined by the District, will advance to the next step the ensuing fiscal year on July 1st provided funds are available as determined by the District. Employees who begin employment after January 1st will remain on the same step for the ensuing fiscal year.

6.03 Out-of-Classification Pay

Any employee working in a higher paid classification for more than ten (10) working days shall receive the pay of that classification. Upon completion of the employee's assignment under the higher pay scale, the employee shall revert to his or her former classification and rate.

6.04 Mileage Reimbursement

The District shall reimburse employees an amount equal to IRS standard mileage rate to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available on the district website at District Page > Menu > Staff Resources > Mileage Calendar.

Employees required, or approved, by the District to attend conferences, seminars, and in-service training sessions will be reimbursed per District Policy, 671.2 Expense Reimbursement Policy. Employees are to submit a Staff Meal Reimbursement Form to the district office. The form to be used shall be available on the district website at District Page > Menu > Documents > HR Self-Service > Other > Travel Expenses.

SECTION 7. JOB RELATED TRAINING & LICENSURE

7.01 In-Service Training

The District within its discretion may provide appropriate paid in-service training to each employee.

SECTION 8. EMPLOYEE EVALUATIONS

8.01 Evaluation

The primary purpose of evaluation is to provide continuous improvement in the quality of service to the community/students/staff of the District.

8.02 Frequency

The frequency of evaluations shall be established at the discretion of the District.

8.03 Receipt of Evaluation

Each employee shall receive a copy of his or her evaluation. The employee will be expected to sign his or her evaluation but only to acknowledge receipt of the same.

8.04 Comments, Disputes

The employee may respond in writing with his or her comments attached to the completed evaluation. The following statement shall be part of the instrument:

> *"The signatures do not indicate agreement or disagreement but merely certify that this evaluation has been discussed and that the opportunity is available for attaching written clarification/objections."*

8.05 Evaluators

The District shall have the sole right to determine whether or not employees shall be evaluated and by which supervisory personnel. When a teacher works with an instructional assistant, the teacher may be requested to provide input for consideration.

SECTION 9. RESIGNATION FROM EMPLOYMENT

9.01 Notice of Termination of Employment

Employees will be give written notice of termination of employment, as soon as possible, but at least ten (10) working days prior to the effective date of resignation. If an employee has overused the holiday, sick or vacation time earned, the employee will have an amount equal to the value of that overused leave withheld from his or her last paycheck. Any employee who breaches this Article shall, at the District's discretion, forfeit any accrued benefits.

SECTION 10. INSURANCES

10.01 Dental Insurance

The District shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

A. Eligibility.

1. 9-Month Employees: A nine (9) month employee whose individual letter of assignment has an assignment of at least twenty (20) hours per week is eligible to participate in the District's dental insurance. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Employees are responsible for 100% of the cost of dental insurance premiums.

2. 12-Month Employees - Minimum Hours for Any District Contribution: A twelve (12) month employee whose individual letter of assignment has an assignment of at least twenty (20) hours per week is eligible to participate in the District's dental insurance. Full-time equivalency is defined as forty (40) hours per week. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Excluded hours may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than twenty (20) hours per week are not eligible to participate in the District's insurance. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility determined by the District, in the first month following the month in which the reduction occurred.

3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two family plans.

B. Commencement and Termination of Benefits**.** Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall terminate according to the following schedule:

1. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease on the last day of the month in which the termination becomes effective.

2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31st.

C. Premium Contributions: The District shall pay the premium for twelve (12) month employees whose individual letter of assignment has an assignment of at least forty (40) hours per week. For twelve (12) month employees who qualify and whose letter of assignment is less than forty (40) hours per week shall have the District's contribution prorated, consistent with the employee's percentage of employment.

10.02 Health Insurance

The District shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

A. Eligibility.

1. Minimum Hours for Any District Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency (50%) is eligible to participate in the District's health insurance. Full-time equivalency is defined as 2080 hours per year. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency (50%) are not eligible to participate in the District's insurance and are not eligible for any District premium contribution. Employees whose hours are reduced during the term of the letter of

assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent (50%) of a full-time equivalency, but less than a full-time one hundred percent (100%) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.

3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for health insurance the District will contribute to one family plan and one cash-in-lieu benefit plan or two single plans shown on the District website at Menu > HR Self-Service > Health and Dental Insurance > Health Insurance. The contributions for spouses shall be no different than the premium contribution for a similar employee whose spouse does not work for the District.

B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall terminate according to the following schedule:

1. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease on the last day of the month in which the termination becomes effective.

2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31st.

C. Premium Contributions:

1. Single Coverage: For full-time and part-time employees who are eligible for and select single coverage, the District shall pay a percentage of the single premium of the health insurance plan as determined each year during the district's open enrollment period and shown on the district website at Menu > HR Self-Service > Health and Dental Insurance > Health Insurance. Employees shall be responsible for the remaining portion of the premium.

2. Family Coverage: For full-time and part-time employees who are eligible for and select family coverage, the District shall pay a percentage of the family premium of the health insurance plan as determined each year during the district's open enrollment period and shown on the district website at Menu > HR Self-Service > Health and Dental Insurance > Health Insurance. Employees shall be responsible for the remaining portion of the premium.

10.03 Liability Insurance

The District shall carry liability insurance which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy. Employees may inspect the District's liability insurance policy upon request.

10.04 Life and Accidental Death and Dismemberment Insurance

The District shall provide life and AD&D insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for Any District Contribution: An employee whose individual letter of assignment has an assignment of at least fifteen (15) hours per week is eligible to participate in the District's life insurance plan. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, co-curricular assignments, substitute assignments, etc. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred. Employees whose assignments are less than fifteen (15) hours per week are not eligible to participate in the District's life and AD&D insurance plan.

B. Commencement and Termination of Benefits**:** Coverage will commence on the employee's first day of employment. The life insurance benefits described in this *Handbook* and on the individual letter of assignment shall terminate according to the following schedule:

1. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease on the last day of the month in which the termination becomes effective.

C. Premium Contributions: The District shall pay the premium for term life insurance. The policy amount will be equal to the next highest one thousand dollars ($1000) of each eligible employee's contracted salaries excluding cash-in-lieu of health insurance.

10.05 Optional Additional, Spouse, and Dependent Life Insurance

The District may provide optional **employee-paid** additional, spouse, and dependent life insurance for eligible employees, their spouse and dependent children. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

10.06 Long-Term Disability

The District shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for Any District Contribution: An employee whose individual letter of assignment has an assignment of at least twenty (20) hours per week is eligible to participate in the District's long-term disability insurance plan. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Excluded hours may include, but not be limited by enumeration to, the following: overtime, extended contracts, co-curricular assignments, substitute assignments, etc. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

B. Commencement and Termination of Benefits**:** Coverage will commence on the employee's first day of employment. The long-term disability insurance benefits described in this *Handbook* and on the individual letter of assignment shall terminate according to the following schedule:

1. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease on the last day of the month in which the termination becomes effective.

C. Premium Contributions: The District shall pay the premium for long-term disability insurance. The benefit guide can be located on the district website at Menu > HR Self-Service > Disability Insurance > Long-Term Disability.

10.07 Optional Short-Term Disability

The District may provide optional **employee-paid** short-term disability insurance for eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. In order for this provision to remain in effect, a sufficient number of employees must participate in order to offer the optional insurance.

A. Eligibility:

1. Minimum Hours for Any District Contribution: An employee whose individual letter of assignment has an assignment of at least twenty (20) hours per week is eligible to participate in the District's short-term disability insurance. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Excluded hours may include, but not be limited by enumeration to, the following: overtime, extended contracts, co-curricular assignments, substitute assignments, etc. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

B. Commencement and Termination of Benefits**.** Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease on the last day of the month in which the termination becomes effective.

C. Premium Contributions: The employee shall pay the premium of this optional coverage. The benefits guide can be located on the district website at Menu > HR Self-Service > Disability Insurance > Short-Term Disability.

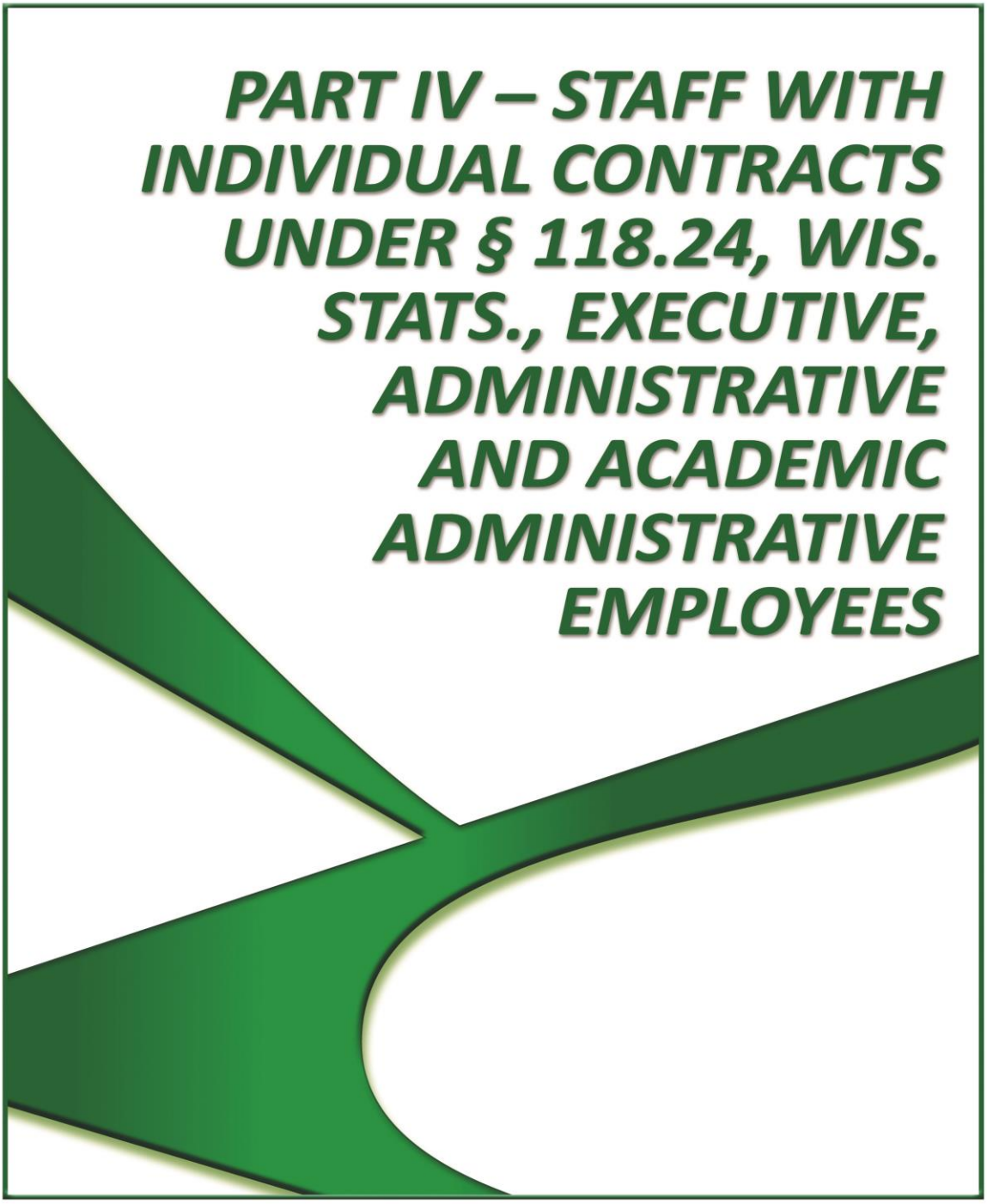
10.08 Vision Insurance

The District shall provide vision insurance for all eligible employees. An employee whose individual contract has an assignment of at least twenty (20) hours per week is eligible to participate in the District's vision insurance plan. The insurance carrier(s), program(s), and coverage(s) will be determined by the Board. Eligibility for and payment towards coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees. The benefits guide can be located on the district website at Menu > HR Self-Service > Vision Insurance.

10.09 Wisconsin Retirement System (WRS) Contributions

The District agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution without reimbursement from the employee. For more information, go to the SCC website at Menu > HR Self-Service > Retirement > 403b and WRS Benefits > WRS Guide to Retirement.

Administrator



SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Nonrenewal for Administrators

Administrators employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.24, Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of section 118.24, Wis. Stats. and is not covered by the grievance procedure under this *Handbook*. The nonrenewal of an administrator is not a termination under section 1.02 below.

1.02 Standard for Discipline and Termination

An administrator may be disciplined or terminated for "cause." Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook.* "Cause" is defined as the following:

A. There is a factual basis for the discipline or termination: The factual basis must support a finding of administrator conduct in which the District has a disciplinary or termination interest; and

B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

1.03 Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the administrator before such material is placed in the administrator's personnel file.

SECTION 2. JOB RESPONSIBILITIES

2.01 Professional Level of Competence

Administrators shall perform at a professional level of competence the services, duties, and obligations required by the laws of the State of Wisconsin and the rules, regulations, and policies of the Board which now exist or which may be hereinafter enacted by the Board.

2.02 Devotion of Full-time to Job

Except as is otherwise provided in the administrator's individual contract, administrators shall devote full-time to the duties and responsibilities normally expected of the administrator's position. Administrators shall not engage in any pursuit, or accept any other employment, which interferes with the proper discharge of the Administrator's duties and responsibilities.

2.03 Administrator License or Certificate

Administrators shall maintain a valid license or certificate, properly registered and issued by the State of Wisconsin, sufficient to lawfully permit each administrator to perform such duties as may be assigned.

2.04 Job Description

Upon written request, the Board shall provide administrators with written job descriptions of each administrator's services, duties, and obligations.

SECTION 3. WORK SCHEDULES

3.01 Work Schedules for Administrative Staff

Administrative staff work schedules are set by the Superintendent with the professional duties of each administrator taken into account in the setting of the work schedule. Each administrator's work schedule will be aligned with the days and term of employment specified in the administrator's individual contract.

SECTION 4. PROFESSIONAL GROWTH

4.01 Requirement to Remain Current

All administrators shall engage in independent and active efforts to maintain high standards of individual excellence. Administrators are encouraged to continue professional growth through participation in conventions, programs, professional meetings and other activities conducted by local, state and national administrator associations; seminars, workshops, and courses offered by institutions of higher learning, and other formal and informal professional development activities.

SECTION 5. ADMINISTRATOR EVALUATION

5.01 General Provisions

Administrators shall receive written evaluations based on board-adopted position descriptions, including job-related activities.

5.02 Evaluation Frequency

Administrators shall receive an evaluation at the end of every year of employment as defined by the contract.

5.03 Evaluators

The Board is responsible for the Superintendent's evaluation. The Superintendent is responsible for the evaluation of other administrators and shall either perform those evaluations him or herself or shall direct that those evaluations be performed by other persons who have the training, knowledge and skills necessary to evaluate professional administrative school personnel.

SECTION 6. PROFESSIONAL COMPENSATION

6.01 Professional Compensation

Each administrator shall be compensated in accordance with the terms of his or her individual contract.

SECTION 7. INSURANCES

7.01 Dental Insurance

The District shall provide dental insurance to eligible administrators. The coverage and premium payment shall be the same as teachers receive.

7.02 Health Insurance

The District shall provide health insurance to eligible administrators. The coverage and premium payment shall be the same as teachers receive.

7.03 Liability Insurance

The District shall carry liability insurance which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy. Employees may inspect the District's liability insurance policy upon request.

7.04 Life and Accidental Death and Dismemberment Insurance

The District shall provide life and accidental death and dismemberment insurance to eligible administrators. The coverage and premium payment shall be the same as teachers receive.

7.05 Optional Additional, Spouse, and Dependent Life Insurance

The District may provide optional **employee-paid** additional, spouse, and dependent life insurance for eligible administrators. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

7.06 Long-term Disability

The District shall provide long-term disability insurance to eligible administrators. The coverage and premium payment shall be the same as teachers receive.

7.07 Optional Short-term Disability

The District may provide optional **employee-paid** short-term disability insurance for eligible administrators. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. In order for this provision to remain in effect, a sufficient number of employees must participate in order to offer the optional insurance.

7.08 Vision Insurance

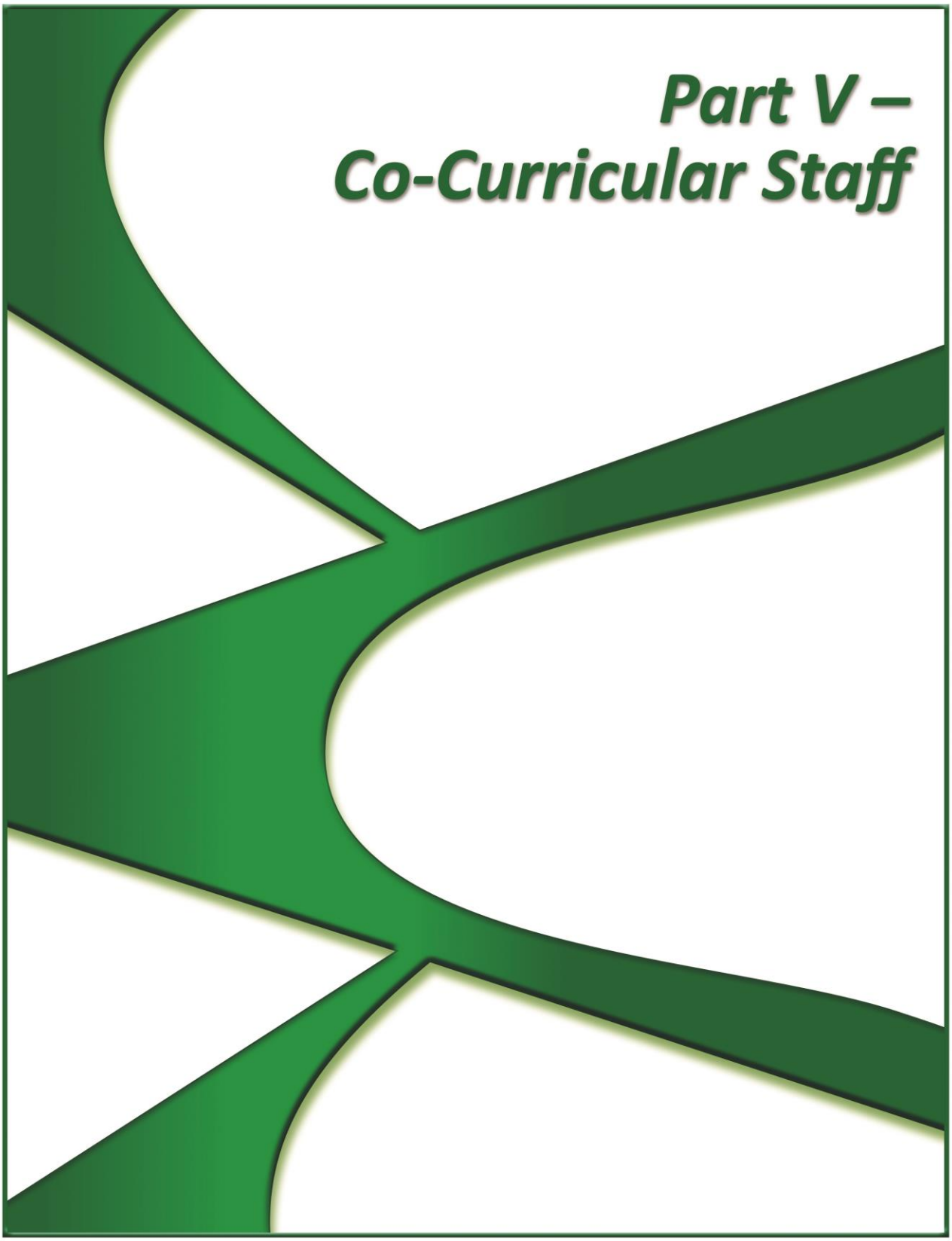
The District shall provide vision insurance for eligible administrators. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. The coverage and premium payment shall be the same as teachers receive.

7.09 Wisconsin Retirement System (WRS) Contributions

The District agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution.

7.10 Alternate Benefit Plan [ABP] in Lieu of Health Insurance (Option Plan)

Administrators are eligible to participate in the Alternate Benefit Plan (ABP) under the same terms and conditions as teachers shown on the district website at Menu > HR > Self-Service > Health and Dental Insurance > Health Insurance > Heath Insurance Waiver Form.


Part V –
Co-Curricular Staff

SECTION 1 ATHLETIC AND ACTIVITY ASSIGNMENTS

1.01 Contract of Assignment

Employees shall assume responsibility for the supervision of the extra-curricular activities that are included in their contract of assignment. Such activities shall be governed according to the following guidelines:

A. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant.

B. The stipend for extra-curricular activities shall be specified in the contract.

C. Any employee taking a leave of absence before the scheduled season of their extra-curricular assignment (both sports and non-sports) has begun and has not performed any assignment duties will not be paid the extra-curricular stipend for that assignment. The vacant assignment will be posted and filled by the Supervisor of the extra-curricular assignment per the SCC Employee *Handbook* Part II, Section 5.01; Part III, Section 3.02; and Part V, Co-Curricular Staff.

D. If any employee takes a leave of absence during the scheduled season of their extra-curricular assignment, the Supervisor of the assignment (both sports and non-sports assignments) will determine the percentage of the assignment the employee has fulfilled based on the number of months of the assignment (i.e. a play director's season is 4 months and the employee completed 75% of the assignment so he/she will be paid for 3 months of the assignment). The Supervisor for this extra-curricular vacant position may appoint a replacement without re-posting the position. The extra-curricular substitute will remain in place until the end of the extra-curricular assignment for that year.

1.02 Payments

A. Payments for extra-curricular activities shall be made in accordance with District payroll procedures. However, wages earned shall be paid at least monthly, with no longer than 31 days between pay periods.

B. Payment will not be made until a signed contract and Coach's Acknowledgement page have been received by the District Office.

1.03 Work Schedule

Extra-curricular assignments may occasionally occur during part of an employee's regular workday in his/her other position(s) with the District (e.g., as a teacher). In such cases, the employee shall consult with the Supervisor of his/her regular assignment to determine the appropriate course of action. In the Supervisor's sole discretion, the employee may be (1) required to work a flexible schedule to make-up time lost during his/her regular workday; (2) relieved from the requirement to make-up the time lost; (3) required to re-schedule the extra-curricular activity; or (4) required to take any other action that the Supervisor deems reasonable.

1.04 Evaluation of Extra-Curricular Assignments

Individuals holding extra-curricular assignments shall be evaluated in the manner and frequency that their Supervisor deems appropriate. When determining the manner and frequency of evaluations, the

Supervisor may take into account such factors as (1) the individual's experience with the particular activity; (2) input received from participants, parents, and other stakeholders; (3) the extent to which an individual needs additional guidance or oversight; and (4) any other consideration that a Supervisor, in his/her reasonable discretion, deems appropriate.

1.05 Volunteers

Upon approval from the head coach/advisor and the athletic director or principal, an individual may serve as a volunteer coach/advisor for an extra-curricular activity. The following guidelines apply to volunteers:

A. they will not be eligible for salary/wages, stipend, or benefits;

B. they will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;

C. they will be responsible for their own personal injuries (i.e., ineligible for worker's compensation);

D. they must consent to a background check and agree to have a tuberculin skin (TB) test;

E. they must follow all District activity and athletic policies and procedures and other District policies as applicable;

F. they accept direct and indirect supervision of the head coach; and,

G. they may be dismissed at any time without cause.