Employee Acknowledgment

*(To be signed and returned to the District Office.)*

I hereby acknowledge that it is my responsibility to access the Alma Center-Humbird-Merrillan 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 the District Board Policies Manual and in the District’s Administrative Regulations Handbook. The Employee Handbook and the Board Policies Manual can be located throughout the District in school libraries, in various supervisors’ offices, and on the District’s website at www.lincolnhornets.org. The Employee Handbook, Board Policies Manual, and Administrative Regulations can be found under the heading “policies.”

I understand that this Employee Handbook superceded all previous manuals, handbooks, collective bargaining agreements and personnel policies that I have received or have been advised of by the District. 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. 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 about District standards, policies or procedures. I understand 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
Pupil Discrimination Complaint Procedure

It is the policy of the School District of Alma Center-Humbird-Merrillan that no person be denied admission to any public school in this district or be denied participation in, be denied the benefits of, or be discriminated against in any curricular, extracurricular, pupil service, recreational or other program or activity because of the person's sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability as required by section 118.13 of the statutes. This policy also prohibits student discrimination under Title IX of the Education Amendments of 1972 (sex), Title VI of the Civil Rights Act of 1964 (race, color, national origin), Section 504 of the Rehabilitation Act of 1973 (handicap) and Americans with Disabilities Act of 1990 (disability).

All District career and technical education opportunities will be offered to students on a nondiscriminatory basis. Information regarding such program offerings and admission criteria is included in the Lincoln High School Student Handbook, which is posted on the District’s website www.lincolnhornets.org and available upon request from the School Guidance Office.

Children of homeless individuals and unaccompanied homeless youth (youth not in the physical custody of a parent/guardian) residing in the District shall have equal access to the same free, appropriate public education, including comparable services, as provided to other children and youth who reside in the District. Homeless children and youth shall not be required to attend a separate school or program for homeless children and shall not be stigmatized by school personnel.

The District shall provide appropriate educational services or programs for students who have been identified as having a handicap or disability, regardless of the nature or severity of the handicap or disability. The District shall also provide for the reasonable accommodation of a student's sincerely held religious beliefs with regard to examinations and other academic requirements. Requests for religious accommodations shall be made in writing and approved by the building principal.

The District encourages informal resolution of student discrimination complaints. A formal complaint resolution procedure is available, however, to address allegations of violations of the District’s student nondiscrimination policy.

Any questions concerning the District’s student nondiscrimination policy, or policy compliance, should be directed to:

Mr. Paul Fischer, Superintendent
Alma Center-Humbird-Merrillan
124 S. School Street, Alma Center, WI 54611
715-964-8271
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District Contact Information

Junior High/Senior High School Office: 715-964-5311

Elementary School: 715-333-2911

District Office: 715-964-8271
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 home phone numbers beginning at 6:00 a.m. or as soon as practicable using the District’s Emergency Notification (Bright Arrow) System if conditions warrant the closing of schools. Staff may also be notified by the District’s email service. Local television and radio stations will also be notified by 6:00 a.m. or as soon as practicable. Please check the following if you do not receive a phone call or an email.

**Television:** Channel 13 (WEAU) or Channel 8 (WKBT)
**Radio Stations:** WWIS (AM) 1260, (FM) 99.7 or WAXX (FM) 104

**Information is also posted on the District website at** [www.lincolnhornets.org](http://www.lincolnhornets.org).

Employees are encouraged to monitor these TV and radio stations.
District Academic Calendar

School Calendar: The school calendar shall be determined by the Board. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc. shall be at the discretion of the Board. The 2017-2018 Academic Calendar can be found in the appendix of this handbook on page 142.
Part I – Provisions Applicable to All Staff
SECTION 1  PREAMBLE AND DEFINITIONS

1.01 About this Handbook
   A. Employees Covered: This Handbook is provided as a reference document for the ALMA CENTER-HUMBIRD-MERRILAN School District’s (hereinafter referred to as “District”) employees.
   
   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 or collective bargaining agreement, the individual contract or collective bargaining agreement shall control.

   This Employee 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 in each administrative office to all personnel and are on the www.lincolnhornets.org website. 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 Alma Center-Humbird-Merrillan 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.
   
   C. Discipline: “Discipline” is defined as a suspension [unpaid or paid], or a written reprimand. In addition, an employee who is involuntarily transferred or demoted due to poor performance and suffers a loss of wages, hours or other fringe benefit as a result of such transfer or demotion may also contest the transfer or demotion as discipline.

   For purposes of the grievance procedure, “discipline” means an employment action that results in a disciplinary suspension or disciplinary demotion. “Discipline” for purposes of access to this grievance procedure does not include any written or verbal notices, warnings, reprimands, or reminders; verbal disciplines will be documented, but is not subject to the grievance procedure. The purpose of written and verbal notices, warnings, reprimand, or reminders is to alert the employee that failure to correct the behavior may result in disciplinary suspension, without pay, disciplinary termination, or disciplinary demotion.
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 works 37.5 or more 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 works a school year or more, but less than 37.5 hours per week for a school year or more per year.

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.

3. Teachers of summer school shall be paid at the rate of $20.00 per hour for teaching time.

F. **Substitute Employees**: “Substitute Employees” are defined as non-exempt staff without individual contracts under section 118.21 or section 118.24, Wis. Stats., hired to replace a regular employee during the regular employee's leave of absence.

G. **Short Term Substitute**: "Short term substitute" means a substitute employee employed pursuant to a contract under sections 118.21 or 118.24, Wis., Stats., for no more than 20 consecutive days in the same teaching assignment.

H. **Long Term Substitute**: "Long term substitute" means a substitute employee employed pursuant to a contract under sections 118.21 or 118.24, Wis. Stats., for more than 20 consecutive days in the same teaching assignment.

I. **Supervisor**: The District will identify the individual employee’s supervisor on the employee’s job description.

J. **Teachers**: “Teachers” are defined as persons hired under a contract pursuant to section 118.21, Wis. Stats.
K. **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.

L. **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” includes nonrenewal of a contract under section 118.22, Wis. Stats. or section 118.24, Wis. Stats., for failing to meet the District’s performance expectations, but excludes separation from employment or nonrenewal as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment. Termination results in involuntary separation with 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 or voluntary resignation.

For purposes of the grievance procedure, “termination” means a separation from employment by the employer for disciplinary or quality work performance reasons. “Termination” does not include layoff, reduction in workday, reduction in work force, job transfer or reassignment, or the end of completion of temporary employment, which are not subject to the grievance procedure. Voluntary resignation or retirement, or the nonrenewal of an employment contract pursuant to 118.22 or 118.24 Wis. Stats. are not included in the definition of termination.

M. **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.

For purposes of the grievance procedure, “workplace safety” includes any conditions of employment related to the physical health and safety of employees enforceable under Federal or State law, or District related to the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. “Workplace Safety” does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

**1.03 General Personnel Policies**

This Employment 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, or according to District policy.

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

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 and Wisconsin Administrative Code DWD 274.08
Certain types of workers of public employers in Wisconsin 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] as authorized by Wisconsin Administrative Code DWD 274.08. For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found at Part 3, sections 2.05 and 2.06 and in Appendix K. Notification of rights under the FLSA is set forth in the employment poster section in Appendix K. Information regarding what pay deductions are allowed under the FLSA is found in Part 2, section 2.01 (teachers) and Part 3, section 3.01 (administrators).

2.05 Family and Medical Leave Act
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:

A. **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, within five business days, of the employee's eligibility to take FMLA leave, absent extenuating circumstances. 29 C.F.R. § 825.300(b).

B. **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/forms/WH-381.pdf.

C. **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. http://www.wuscis.gov/files/form/i-9.pdf

**2.07 Harassment and Bullying**

A. **Policy Statement:** The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of harassment and bullying.

B. **Harassment:** The District shall not tolerate harassment based on any personal characteristic described above 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:

1. Unwelcome sexual advances, comments or innuendos;

2. Physical or verbal abuse;
3. Jokes, insults or slurs based on any personal characteristic described above 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);

4. Taunting based on any personal characteristic described above in section 2.02; and/or

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

C. Bullying: is defined as systematic or repeated infliction (or attempted or threatened infliction) of physical harm or psychological/emotional distress on one or more students, staff, or other persons. It involves purposeful or intentional written, spoken, nonverbal, or physical behavior, including but not limited to any threatening, intimidating, insulting, degrading, or dehumanizing conduct, gesture, or communication that has the effect of doing any of the following:

1. Substantially interfering with any employee’s work or a student’s education;

2. Substantially interfering with a person’s ability to participate in or benefit from any school activity or program;

3. Endangering the health, safety, or property of the target(s) of the behavior;

4. Creating a threatening, intimidating, hostile, or offensive environment within any District school, activity, or program; or

5. Substantially disrupting the orderly operation of the school.

“Cyber-bullying” is defined as bullying that involves the use of digital technologies, including but not limited to, e-mail, cell phones, text messages, instant messages, chat rooms, and social media (e.g., Twitter™ or Facebook™). Cyber-bullying is prohibited and treated the same as all other types of bullying.

Bullying is deliberate/purposeful conduct, but intent/purpose may properly be inferred from the totality of the circumstances (e.g., where the behavior is persistent/repeated or where the responsible party reasonably should have been able to foresee the consequences of his/her actions and the manner in which his/her conduct would be likely to be perceived by the target(s) of the conduct).

Bullying can involve direct interaction between the aggressor-bully and the target(s), or it can be indirect (such as orchestrating others to engage in acts of bullying; facilitating bullying conduct by others; etc.).

Not all behaviors that (1) hurt another person’s feelings; (2) are a manifestation of an interpersonal conflict; or (3) are in some way unkind amount to acts of bullying. However, such negative behaviors are still a legitimate subject of concern and regulation within the school environment. Further, it shall be a goal of the District’s workplace and educational programs to
help staff, students and others recognize and acknowledge that even one-time instances of, for example, name calling, negative teasing, put-downs, or excluding other (when inclusion was readily possible) are inappropriate and problematic for a number of reasons.

D. Employee Responsibility: 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 located on the District website as www.lincolnhornets.org. 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 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. Employees are to contact the District Office to complete an accident report form 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 by contacting your immediate supervisor for reporting his/her absence. Any time spent not working during an employee’s scheduled day must be accounted for in the District software using the appropriate reasons. 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 using the notification procedures outlined above, 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 punched in at the start of his or her scheduled shift or workday, but who is not prepared to actually begin working at that time. An employee who incurs 5 unexcused instances of tardiness without providing adequate notice to the district in any 12 month period may be terminated for excessive tardiness.

Employees who fail to provide adequate notice of absences using the notification procedures outlined above, 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. An employee who incurs 2 or more unexcused absences without providing adequate notice to the district in any 120-day period may be terminated for excessive absenteeism.

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 Employer 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. 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
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. At all times, school employees shall make the report to county child protective services or law enforcement personnel as quickly as possible. Any delay is not in the best interests of the child and is not consistent with District policy.

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.

C. District employees, including administrators, may not attempt to delay, modify, or prevent any report of suspected or threatened child abuse or neglect. School personnel are not responsible for investigating child abuse or neglect reports or for proving that abuse or neglect has occurred or will occur. Investigating child abuse and neglect reports is the legal responsibility of trained county child protective services and/or law enforcement personnel.

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 Board, 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. The District may through such review of email logs and/or messages inadvertently obtain access information for an employee’s personal internet account through the use of an electronic device or program that monitors the District’s network or through an electronic communications device supplied or paid for in whole or in part by the employer. If such personal internet access
information is obtained by the District, the District shall not use that access information to access the employee’s personal internet account unless permitted by law.

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 curriculum or District administration. 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.

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™, Instagram™, 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 9:00 p.m. and 7:00 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 request from the administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of
electronic media the employee uses to communicate with any one or more currently-enrolled students.

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. 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. Unless dealing with an emergency or threatening situation (i.e. bomb threat, etc.) 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, 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. **Personal Electronic Devices:** The District permits staff to use personal technology devices in support of teaching and learning and to access the District’s Wireless Public Network when doing so. Personal devices include laptop computers, portable digital assistants (PDAs), cell phones, smart phones, iPods/MP3 players, wireless devices, digital cameras, e-readers, storage devices, or other electronics that may be carried on a person. Staff may use personal devices provided such use does not interfere with educational or employment responsibilities, hinder, disrupt or consume an unreasonable amount of network or staff resources, or violate board policy, administrative rules, state law or federal law. An employee using a personal device shall take adequate measures to ensure the confidentiality and proper maintenance of all pupil record information. The District is not liable for the loss, damage or misuse of any personal device including while on District property or while attending school-sponsored activities.

If connecting to the District's Wireless Private Network with a personal device, it is mandatory that the District's Technology Coordinator be made aware and verify the security of the device. Minimum requirements for the device, but not limited to, for Anti-Virus will be expected and the District's Acceptable Use Policy will still be followed. Any attempts to circumvent the network security, which includes connecting unauthorized personal devices to the Private Network would result in forfeiture of this ability and the device will not be allowed on campus.

J. **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 Superintendent or his/her designee.

3.11 Criminal Background Checks
Every applicant for a District position is required to file in writing, in advance of employment 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; Or

C. Has any pending criminal charges filed against him or her.

D. Additionally, all persons applying for any position 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.
E. Employment may be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks. Knowingly falsifying information shall be sufficient grounds to withdraw an offer of employment or to terminate employment from the District.

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

All District employees shall notify their 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 if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. 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 take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee’s last day of employment, including, but not limited by enumeration: employee identification badges and the key fob for building entry. District equipment borrowed for short term use should be returned the first work day after project completion.

3.14 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 drug or alcoholic beverage 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. 41 U.S.C. 702(a) (1) (A)

B. Tobacco Products: Employees shall not use tobacco and nicotine products except for nicotine products used as part of a smoking cessation program as defined below on District premises, in District vehicles, or in the presence of students at school or school-related activities except as provided for below. [See applicable policy]. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.

A “tobacco product” includes, for example, chewing tobacco, cigars, and snuff. A “nicotine product” means any product that contains nicotine and is not a tobacco product, a cigarette, or a product that has been approved by the U.S. Food and Drug Administration for sale as a smoking cessation product or for another medical purpose and is being marketed and sold solely for such an approved purchase (i.e., nicotine gum, nicotine skin patches). Nicotine products covered by this prohibition might include, for example, electronic cigarettes (e-cigarettes) with nicotine, nicotine vaporizers, and nicotine lollipops.

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 Policy 522.1, 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 suspicion exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A trained supervisor must make the observations. 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 Superintendent and/or his/her designee.
3.15 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.

3.16 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.

3.17 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.

3.18 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 other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. 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 where the employee's supervisor has reviewed the agenda for the conference or other activity and concluded that such incidentals primarily facilitate the employee's attendance at and participation in the activity, and, therefore, primarily benefit the District rather than serving primarily as a personal benefit. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students. Note: Immediate family shall have the same definition as used in Section 11.01

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 or his/her designee for proper processing under the District’s policy on gifts and solicitations and the terms of § 118.27, Wis. Stats.. 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. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to Board policy for information on conflicts of interest and for staff gifts and solicitations 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 the 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 the property of the District or at an activity of the District. § 118.12, Wis. Stats.
3.19 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.

3.20 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.

3.21 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.

3.22 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 must undergo an 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 District Office. 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 A, above 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).*

E. **Personal Transportation Utilized for School Use**

1. **Car Insurance:** Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of $500,000 combined single limit (CSL) liability, $250,000/$500,000 bodily injury and $100,000 property damage. A minimum of private car transportation will be utilized. Employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee’s driving record and an examination of the vehicle. *See Wis. Stats. § 121.555.*

2. **Operator Requirements.** Employees who transport students in a motor vehicle transporting 9 or less passengers in addition to the operator or who transport students in a motor vehicle described in § 121.555(1)(b) shall be subject to the following operator requirements:

   a. The operator shall possess a valid operator’s licence from Wisconsin or any state other than Wisconsin and includes the District of Columbia, the commonwealth of Puerto Rico and any territory or possession of the United States, any federal military installation located within the territorial boundaries of Wisconsin and any province of the Dominion of Canada.
   
   b. The operator shall be at least 18 years of age.
   
   c. The operator shall have sufficient use of both hands and the foot normally employed to operate the foot brake and foot accelerator. *[Editor’s Note: § 121.555 (2)(cm) allows a school board to waive this operator requirement for operators who pass a special driving examination conducted by the Department of Transportation.]*
   
   d. The operator shall submit at least once every three years a statement from his or her health care provider stating that the operator is not afflicted with or suffering from any mental or physical disability or disease such as to prevent the operator from exercising reasonable control over a motor vehicle.

3. **Personal Vehicle Reimbursement:**

   Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District, in its discretion, provided the District’s maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of five hundred dollars ($500.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.

4. Transportation will be provided in accordance with Board policy.
3.23 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.

3.24 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.

Appropriate safety gear shall also be worn at all times as deemed necessary. Any designated employees (e.g. custodial, cleaning, maintenance, transportation, food service et al), shall not wear open-toed or slip-on shoes during regular work hours.

3.25 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 3.41 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.

3.26 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, at least two times per calendar year, 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.

3.27 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.

The Board fully supports the right and desire of teachers to maintain a proper disciplinary atmosphere in all classrooms. The Board further realizes that this is necessary if students and teachers are to realize maximum effectiveness in the cooperative goals of educational excellence.

3.28 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/or the ability of the employee to perform essential functions of the job with or without reasonable accommodation, 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.

3.29 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.

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 school board or Superintendent and where consistent with legal limitations on the use of public funds and school District resources.

3.30 Position Descriptions
Position 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.

3.31 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 following an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer [only applicable to employees where a reemployment process is expressly provided for in other sections of this Handbook];

F. the employee having been on reemployment opportunity status for twelve (12) consecutive months [only applicable to employees where a reemployment process is expressly provided for in other sections of this Handbook];

G. failure to return to work the day following the expiration of an authorized leave of absence; and

H. Job abandonment.

3.32 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.

3.33 Student Code of Conduct and Handbook
The Student Code of Conduct and Handbook is available online at www.lincolnhornets.org.

3.34 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.

3.35 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.

3.36 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.

### 3.37 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 3.29, subsection B of this Handbook.

### 3.38 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.

### 3.39 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 101.055 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.

Discrimination

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 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. See WIS. STAT. § 101.055; Public Employee Safety and Health, available at http://dsps.wi.gov/sb/docs/sb-PubSectSafEmployeePoster9301.pdf

D. Weapons Prohibition: Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. 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.

4. Hunting may be allowed in the school forest when school or rental groups are not using the property and with written permission from the Board of Education. Hunting for a wild animal will not be permitted in the school forest when there is not an open season for that animal on land adjacent to the school forest. All persons authorized to hunt in the school forest shall abide by state and federal laws while hunting on school forest property including, without limitation, laws applicable to firearms and hunting, and shall abide by all District rules regarding the use of the school forest.

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.

3.40 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 3.43].
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 complete a Workplace Violence Incident Report Form.

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 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.

3.41 Legal Custodian of Records

For purposes of applicable public records law, the District’s legal custodian is the Superintendent or his/her designee, who is vested by the Board with full legal power to render decisions and carry out the District’s statutory public records responsibilities.
3.42 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.

3.43 Staff Use of Force to Maintain Student Discipline

A. Corporal punishment and staff use of reasonable and necessary force to maintain student discipline.

1. Staff is prohibited from using corporal punishment on students. “Corporal punishment” means the intentional infliction of physical pain which is used as a means of discipline. “Corporal punishment” includes, but is not limited to, paddling, slapping or prolonged maintenance of physically painful positions, when used as a means of discipline. “Corporal punishment” does not include actions consistent with an individualized education program or reasonable physical activities associated with athletic training.

2. Staff may use reasonable and necessary force for the purposes described below. The use of reasonable and necessary force for such purposes is not prohibited corporal punishment:
   a. To quell a disturbance or prevent an act that threatens physical injury to any person.
   b. To obtain possession of a weapon or other dangerous object within a student’s control.
   c. For the purpose of self-defense or the defense of others under § 939.48 Wis. Stat.
   d. For the protection of property under § 939.49 Wis. Stat.
   e. To remove a disruptive student from a school premises or motor vehicle, or from school-sponsored activities.
   f. To prevent a student from inflicting harm on himself or herself.
   g. To protect the safety of others.
   h. Staff may use incidental, minor or reasonable physical contact designed to maintain order and control.

B. Staff is prohibited from conducting a strip search of any student.
C. Seclusion and Physical Restraint of Students

1. Staff is prohibited from using seclusion as a means to discipline students or control student conduct except where authorized in advance by the administration and then only in a manner consistent with state law (§ 118.305 Wis. Stat.). “Seclusion” means the involuntary confinement of a student, apart from other students, in a room or area from which the student is physically prevented from leaving.

2. Staff is prohibited from using physical restraint as a means to discipline students or control student conduct except where authorized in advance by the administration or in the case of an emergency as described below and then only in a manner consistent with state law (§ 118.305 Wis. Stat.). “Physical restraint” means a restriction that immobilizes or reduces the ability of a student to freely move his or her torso, arms, legs, or head.

   a. Except as is provided in subsection b, below, no employee may use physical restraint unless that employee has received training in the use of physical restraint as required by state law (§ 118.305(6) Wis. Stat.).

   b. Staff who has not received training in the use of physical restraint may use physical restraint on a student at school only in an emergency and only if staff trained in the use of physical restraint under is not immediately available due to the unforeseen nature of the emergency.

3. Nothing in this section prohibits staff from doing any of the following at school if the student is not confined to an area from which he or she is physically prevented from leaving:

   a. Directing a student who is disruptive to temporarily separate him or herself from the general activity in the classroom to allow the student to regain behavioral control and staff to maintain or regain classroom order.

   b. Directing a student to temporarily remain in the classroom to complete tasks while other students participate in activities outside the classroom.

   c. Briefly touching or holding a student’s hand, arm, shoulder, or back to calm, comfort, or redirect the student.

3.44 Residency

While the school board encourages all District employees to reside within the District in order to strengthen the ties between the school district and the communities it serves, school district applicants and employees are not required to live within the District.

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
This section does not describe any rights of the Association or of employee(s). Accordingly, the Association 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

POLICY: To provide a timely and orderly review of decisions concerning:
a) employee terminations; b) employee discipline; and c) workplace safety.

5.01 - Purpose and Applicability
It is the policy of the District to treat all employees equitably and fairly in matters affecting their employment. This procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination, or workplace safety matters, to have those matters reviewed by the Superintendent and an Impartial Hearing Officer, and to appeal to the Board of Education, where appropriate. The District expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the grievance procedure.
If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable. This procedure does not replace or supersede any statutory provision which may be applicable to an employee’s employment with the District. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or Wisconsin statute, or subject to a different dispute resolution process, is excluded from this grievance procedure. This grievance procedure does not create a legally binding contract or a contract of employment.

5.02 - Definitions

A. Definition of “Employee”:

1. For purposes of discipline and termination under this grievance procedure, an employee shall be defined to include regular full-time, part-time, and limited term employees. All other individuals employed by the District, such as casual employees, temporary employees, and short-term substitutes as well as independent contractors, are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

2. For purposes of workplace safety under this grievance procedure, an employee shall be defined to include regular full-time, part-time, limited term, casual, and temporary employees. All other individuals employed by the District are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

B. Definition of “Discipline”: For purposes of this procedure, “discipline” means an employment action that results in a disciplinary suspension or disciplinary demotion. “Discipline” for purposes of access to this grievance procedure does not include any written or verbal notices, warnings, reprimands, or reminders; verbal disciplines will be documented, but is not subject to the grievance procedure. The purpose of written and verbal notices, warnings, reprimands, or reminders is to alert the employee that failure to correct the behavior may result in disciplinary suspension, without pay, disciplinary termination, or disciplinary demotion.

C. Definition of “Termination”: For purposes of this procedure, “termination” means a separation from employment by the employer for disciplinary or quality of performance reasons. “Termination” does not include voluntary resignation or retirement, or the nonrenewal of an employment contract pursuant to 118.22 or 118.24 Wis. Stats. “Termination” does not include layoff, reduction in workday, furlough, reduction in workforce, job transfer or reassignment, or the end or completion of temporary employment, which are not subject to the grievance procedure.

D. Definition of “Workplace Safety”: For purposes of this procedure, “workplace safety” includes any conditions of employment related to the physical health and safety of employees enforceable under Federal or State law, or District rule related to: the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. “Workplace Safety” does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

5.03 - General Provisions
A. **Role and Appointment of “Impartial Hearing Officer”:** For purposes of this procedure, the role of the “Impartial Hearing Officer” will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties’ respective arguments. The Impartial Hearing Officer shall be appointed by Superintendent based upon the nature of the matter in dispute.

B. **Time Limits:** Failure to submit or process a grievance by the employee within the time limits specified below, or agreed upon extensions, shall constitute waiver of the grievance and it will be considered resolved on the basis of the District’s last answer. Failure of a District representative to meet the time limits specified below shall cause the grievance to move automatically to the next step in the procedure within seven (7) days of such failure. A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date. The time limits contained in this procedure are to be strictly observed and can only be extended upon the express written consent of the parties.

C. **Days:** The term “days” as used in this provision means calendar days, excluding holidays as defined in the Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday, or holiday as defined in the Handbook, the time limit is the next day which is not a Saturday, Sunday, or holiday.

D. **Scheduling:** Grievance meetings and hearings will typically be held during the employee’s off-duty hours. Time spent in grievance meetings and hearings shall not be considered as compensable work time.

E. **Representation:** The employee shall have the right to representation during the grievance procedure at the employee’s expense.

5.04 - Procedure for Grievances Concerning Employee Terminations and Employee Discipline:

*The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.*

**Step 1:** Immediate Supervisor

An earnest effort shall be made to settle the matter informally between the aggrieved employee and the employee’s immediate supervisor. If the grievance is not resolved informally, then it shall be reduced to
writing by the employee who shall submit it to the employee’s immediate supervisor within fourteen (14) days after the facts upon which the grievance is based first became known, or should have become known, to the employee.

The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.

The supervisor will reply in writing to the employee within fourteen (14) days after receipt of the written grievance.

**Step 2: Superintendent**

If the grievance is not settled in Step 1, and the employee wishes to appeal the decision of the supervisor, the employee shall submit the written grievance to the Superintendent or designee within seven (7) days after receipt of the supervisor’s written answer. This grievance shall fully state the details of the problem and suggest a remedy. The Superintendent shall, within seven (7) days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within fourteen (14) days. This step does not apply to any grievance related to action by the Board of Education that directly affects the grievant. [NOTE: An example of this action is the termination of the employee.]

**Step 3: Hearing before an Impartial Hearing Officer**

The Board of Education shall appoint a hearing officer for the purpose of conducting the hearing. If the Superintendent denies the grievance based on whether the grievance is timely or relates to discipline or termination, the matter shall be referred to the Board for determination of whether the grievance may proceed. If the Board determined that the grievance may proceed, it will then be referred to the Impartial Hearing Officer. The Board may appoint a hearing officer or panel of potential hearing officers from which to select an officer for this purpose either on an ad hoc basis or by resolution adopted for a school year and delegate to the Superintendent the responsibility to arrange for such hearing with one the selected officers. Each grievance shall be heard by a single hearing officer and such hearings shall be private. The employee and the District may present witnesses, and each side may select one individual to attend the hearing as a representative. Any employee representative selected shall be a no expense to the District.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may only consider the matter presented to him/her in the initial grievance filed by the employee. The decision will apply exclusively to the employee presenting the grievance. The Impartial Hearing Office may not modify any board policy and may not issue decisions on matters not presented to the immediate supervisor/administrator in the initial grievance. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating the reasons for one of four decisions: 1) Sustaining the discipline/termination, 2) Modifying the discipline/termination, 3) Denying the discipline/termination, or 4) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.
**Step 4:** Board of Education

The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

**Level of Review:** The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to solely address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
4. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

**5.05 - Procedure for Grievances Concerning Employee Workplace Safety:**

_The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance._

**Step 1:** Any employee who personally identifies, or is given information about, a workplace safety issue or incident must notify his/her immediate supervisor of the issue or incident as soon as reasonably practicable. All workplace safety issues and incidents, no matter how insignificant the situation may appear to be, must be reported by an employee to their immediate supervisor within 24 hours after the incident or issue was raised in order to be addressed as part of the grievance procedure.

A written report of the incident or issue, outlining the events that transpired and proposed resolution, if any, shall be submitted to the Building Principal for review and consideration within seven (7) days of the incident or issue.

**Step 2:** After receipt of the written report, the Building Principal or designee will conduct additional investigation, as required, and normally issue a final report on its findings and conclusions within thirty (30) days of receipt of the written report. Copies of the report will be given to the persons who signed the written report as well as to the Superintendent or designee.

**Step 3:** If the grievance is not settled in Step 2, and the employee wishes to appeal the decision of the supervisor, the employee shall submit the written grievance to the Superintendent or designee within seven (7) days after receipt of the supervisor’s written answer. This grievance shall fully state the details of the problem and suggest a remedy. The Superintendent shall, within seven (7) days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within fourteen (14) days. This step does not apply to any grievance related to action by the Board of Education that directly affects the grievant. [NOTE: An example of this action is the termination of the employee.]

**Step 4:** The Board of Education shall appoint a hearing officer for the purpose of conducting the hearing. If the Superintendent denies the grievance based on whether the grievance is timely or relates to workplace safety), the matter shall be referred to the Board for determination of whether the grievance may proceed. If the Board determined that the grievance may proceed, it will then be referred to the Impartial Hearing Officer. The Board may appoint a hearing officer or panel of potential hearing
officers from which to select an officer for this purpose either on an ad hoc basis or by resolution adopted for a school year and delegate to the Superintendent the responsibility to arrange for such hearing with one the selected officers. Each grievance shall be heard by a single hearing officer and such hearings shall be private. The employee and the District may present witnesses, and each side may select one individual to attend the hearing as a representative. Any employee representative selected shall be a no expense to the District.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may only consider the matter presented to him/her in the initial grievance filed by the employee. The decision will apply exclusively to the employee presenting the grievance. The Impartial Hearing Office may not modify any board policy and may not issue decisions on matters not presented to the Supervisor/Administrator in the initial grievance. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating one of three outcomes: 1) Sustaining the conclusions of the Building Principal, 2) Denying the conclusions of the Building Principal and ordering additional or alternative remedial measures, or 3) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

**Step 5:** The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

**Level of Review:** The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
4. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

This procedure constitutes the exclusive process for the redress of employee grievances for the subject matter referred to herein. However, nothing in this grievance procedure shall be prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with administration and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by administration which has final authority, subject to any applicable Board policy or directive, to resolve the matter.
SECTION 6  PAY PERIODS

6.01 Annualized Payroll Cycle
   A. School Year Employees: All school year employees will be placed on the eighteen (18) payroll cycle.
   B. Calendar Year Employees: All employees scheduled to work the calendar year will be placed on the twenty-four (24) payroll cycle.

6.02 Payroll Dates
The payroll dates shall be the 15th and the last workday of each month. If the 15th or the last workday of the month fall on a weekend, the payroll date will be the preceding Friday. If a paid or Federally observed holiday falls on the 15th or the last workday of the month, payroll deposits shall be issued on the preceding day. The first pay date of the school year for school year employees will be September 15th for teachers and September 30th for support staff or for the first day of school, whichever is later.

6.03 Direct Deposit Payment Method
All employees hired as of July 1, 2012 shall participate in a direct payroll deposit plan. Direct deposit statements will be made available electronically in each Employee Access Account located on the school district’s Skyward Management System. Direct deposit changes may be made after giving thirty (30) calendar days notice in writing. Each non-exempt employee shall, with each electronic payroll deposit slip, 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 exempt employee shall, with each electronic payroll deposit slip, receive information on the employee’s salary received. In addition to the above, each employee shall have access to electronic records indicating the number of accumulated sick leave days, the number of personal days remaining to the employee’s credit, the number of emergency days that have been used, and the number of vacation days 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.
   C. Pay Period: The pay periods shall begin on the 1st and 16th of each month and shall be comprised in the following fashion: 1st to the 15th is one pay period and 16th through the end of the month is the other pay period.

6.05 Salary Deferrals – Tax Sheltered Annuities (TSA)
   A. The District will maintain a TSA program without regard to the employee’s current or former employee’s contribution amounts. Employees shall have the opportunity to participate in the District’s Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an “Investment Vehicle”).
   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” TSA contributions) or

2. After tax dollars (also known as “Roth” TSA 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 teacher to ensure a District-approved vendor has been chosen. The total number of vendors shall be limited to no more than five. 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 Savings Program.

F. Effective July 1, 2012, or sooner if administratively feasible, if the vendor accepts electronic payments, the District will electronically transmit to the TSA vendor(s) the amount of the salary deferral elected by the employee. If the vendor does not accept electronic payments, the District will make the payments by paper check. This new provision for transmitting to vendors will require the District to transmit the amount of salary deferral twice a month, if the vendor provides the District with an invoice twice per month. The salary deferral will be transmitted on or about the date the money is deducted from the employee’s paycheck, provided that the District receives the appropriate invoice from the vendor. In unforeseen circumstances, transmittals will be made no later than fifteen (15) business days following the end of the month in which the amount would have been paid to the participant.

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)), and the “catch up” provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.

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 TSA 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 TSA amount or vendor three (3) times per calendar year, unless otherwise permitted by the Business Manager, provided he/she provides the District with at least ten (10) business days notice prior to the second payroll date of the month. 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) TSA 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.

2. 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.

3. New loans from the TSA plan are not permitted.

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 TSA deductions from salary. The current agreement is attached to this Handbook as an Appendix. 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. The District will provide the employee with a dated and initialed copy of the authorized salary reduction agreement once the employer acknowledges receipt of the modified salary reduction agreement.

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

4. By authorizing TSA 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 TSA vendor.

5. The salary reduction agreement is attached as an Appendix.
L. Deferred Compensation: Employees may defer salary through the Wisconsin Deferred Compensation Plan (457)/Great West. The plan limitations and salary deferral rights will be those permitted by the TSA unless the Deferred Compensation plan’s rules are in conflict, in which case the Deferred Compensation rules shall apply.

SECTION 7 COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES

7.01 Mileage Reimbursement

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District.

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 personnel office prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The District Office will fill out an accident report form upon the reporting 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. Up to and including the sixtieth (60th) calendar day of 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. 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 work day the employee is absent from work while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive calendar day of the leave or as long as the employee has accumulated sick leave available, whichever occurs first.

B. Day Sixty-One (61) 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. Injuries sustained while an employee does an activity of a strictly private nature.

SECTION 9. SICK LEAVE

9.01 Sick Leave Earned

A. Calendar Year Employees: Each full time employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of nine (9) days per contract year.

B. School Year Employees: Each employee with an individual contract shall be credited with one (1) day of paid sick leave per month of employment to a maximum of nine (9) days per contract year. All other employees shall be credited with one (1) day of paid sick leave per month of employment to a maximum of nine (9) days per contract year.

C. 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.

D. Part-time Employees: Part-time 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

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 qualifying for leave under either, or both the Wisconsin Family and Medical Leave Act or the federal Family and Medical Leave Act due to a serious health condition of a spouse, child (where use of sick leave is not otherwise permitted under this section of the Handbook), domestic partner or parent may, while concurrently using leave under either or both Acts, use no more than ten (10) sick leave days per year to maintain their regular compensation that is in addition to insurance continuation benefits that are mandated under the Acts. Year, as used in this paragraph is defined as July 1 through June 30, which shall be the same as the year defined for purposes of the District’s administration of the federal Family and Medical Leave Act.

   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. Definitions: the following definitions apply under this section:
1. **Child**: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 9.02, A (3), all definitions in this paragraph apply except for age eighteen (18).

2. **Parent**: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse.

3. **Spouse**: means an employee's legal husband or wife.

4. **Serious Health Condition**: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
   a. Inpatient care in a hospital, nursing home, or hospice.
   b. Outpatient care that requires continuing treatment or supervision by a health care provider.
   
C. **Sick Leave Increments**: Sick leave may be allowed in increments of one quarter hour.

9.03 **Sick Leave Accumulation**
Sick leave for full-time and part-time employees with an individual contract will accumulate to a maximum of 120 days. Bus drivers will accumulate to a maximum of 50 days and support staff will accumulate to a maximum of 90 days.

9.04 **Sick Leave and Long-term or Short-term Disability**
In the event an employee becomes eligible for benefits under the District's short term or 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 **Reporting Procedure - Doctor's Certificate**
If at all possible, each employee shall inform his/her supervisor within at least two hours prior to his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 9.02 above. 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. Such 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
Employees may access Skyward to view a report summarizing his/her sick leave and vacation usage [if applicable] during the previous employment year.

SECTION 10. JURY DUTY LEAVES

10.01 Jury Duty Leave
Subject to the provision on “Payment for Time Out on Jury Duty” (see below), 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 will be docked that amount (less any travel expenses received) on the next payroll. 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 per occurrence up to three (3) day(s) off work with pay (if the employee has sick leave available). Such days shall be deducted from the employee’s accumulated sick leave or, if no sick leave is available, taken without pay. Immediate family includes the spouse, parents, 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 up to one day with pay (if sick leave is available) per occurrence to attend funerals of aunts, uncles, nieces, nephews, first cousins, close friends and other individuals residing in the employee’s household. Such days shall be deducted from the employee’s accumulated sick leave, or if no sick leave is available, taken without pay.”
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 Employee
Part-time 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 quarter hour.

SECTION 12.  PERSONAL LEAVE

12.01  Personal Days Provided
A.  Calendar Year Employees: Absence for personal matters, which require absence during work hours, will be granted limited to two (2) days per year.
B.  School Year Employees: Absence for personal matters for employees with an individual contract, which require absence during work hours, will be granted limited to three (3) days per year.
C.  A “day” of personal leave is defined the same as a “day” of sick leave.

12.02  Reasons for Personal Leave
Personal leave may be used for personal obligations which requires absence during the work day.

12.03  Personal Leave Day Restrictions
Personal leave days will not be granted during the first or last week of a semester, on a parent-teacher conference day or on an in-service day. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the Superintendent or his/her designee. In addition, personal leave shall not be used to attend Association membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.

12.04  Approval of Personal Leave and the Total Number of Employees on Personal Leave
A.  A request in writing to the Administrator shall be made as far in advance as possible, normally not less than forty eight (48) hours. Emergencies may delay the submitting of the written statement until the employee returns to work.
B.  The Administrator has the right to approve or disapprove all requests.
C.  No more than four (4) teachers 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 four (4) employee limit.
12.05  Part-time Employees
Part-time employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work.

12.06  Personal Leave Increments
Personal leave may be allowed in increments of one-half day.

12.07  Personal Leave Accumulation
Unused personal leave will accumulate for full-time and part-time employees to a maximum of five (5) days. Unused personal leave days in excess of five (5) days are forfeited. There is no payout for unused personal leave days.

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, must 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 and shall be granted or denied in his/her sole discretion. The request must be accompanied by 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 from the date the employee last performed work for the District.

B. Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.

2. 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 shall be terminated.

3. 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.

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 make written application for an unpaid child rearing leave to the Superintendent at least 30 days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the Superintendent 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 Board.

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 shall 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 30 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. Length of service and other benefits shall not accrue during such leave.

2. 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 shall be terminated.

3. 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) to a maximum of $2,500.00 per calendar year until August 31, 2012, and

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

Effective September 1, 2012: An employee may designate, under the flexible reimbursement plan/cafeteria plan, a maximum of two thousand five hundred dollars ($2,500) of eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year.

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 Board shall provide dental insurance to eligible employees, except for bus drivers. The insurance carrier(s), program(s), and coverages 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
Compliance Authority: The District may, in its sole discretion, make changes to health insurance, including, but not limited to, health benefits, eligibility standards, coverages, and contribution levels in order to comply with the Patient Protection and Affordable Care Act (ACA) and applicable federal and state agency rules and regulations regarding the implementation of the ACA. Such actions may also be implemented in order for the District to comply with regulatory provisions of the Internal Revenue Service (IRS), e.g. non-discrimination in benefits provisions [IRC 105(h), IRC 125], and to minimize tax liability for the district and/or the benefit recipient underneath such regulatory provisions.

Changes to health benefits, eligibility standards, coverages and contribution levels include, but are not limited to, changes in the sections addressing health insurance in the employee handbook.

The Board shall provide health insurance to eligible employees, except for bus drivers. The insurance carrier(s), program(s), and coverages 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 Insurance**

The Board shall provide life insurance to eligible employees, except of bus drivers. The insurance carrier(s), program(s), and coverages 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 **Long-Term Disability**

The Board shall provide long-term disability insurance to eligible employees, except for bus drivers. The insurance carrier(s), program(s), and coverages 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 **Short-Term Disability**

The Board shall provide short-term disability insurance to eligible employees, except for bus drivers. The insurance carrier(s), program(s), and coverages 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 **Wisconsin Retirement System (WRS) Contributions**

The Board 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.

15.09 **Alternate-Benefit Plan [ABP] in Lieu of Health Insurance**

Implementation of the Alternative Benefit Plan for eligible employees. 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 August 1 and commit to this change to be effective the following September 1.

B. In order for this provision to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.

C. 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.

D. 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.
E. 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 in the applicable part of the Handbook covering such employees, or
2. A cash payment equal to the amount listed in the applicable part of the Handbook covering such employees.

F. Cash Compensation: The cash contribution dollar amount shall be equal to:

<table>
<thead>
<tr>
<th>School Year</th>
<th>ABP Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-2018</td>
<td>$2,000.00 Teachers</td>
</tr>
<tr>
<td></td>
<td>$1,000 Support</td>
</tr>
</tbody>
</table>

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year.

Part-time employees who are employed at fifty percent (50%) of more of a full-time contract 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.

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 teacher’s payroll check.

H. Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.

1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee shall be permitted to change the TSA amount or vendor up to five times per calendar year provided he/she provides the District with at least thirty (30) calendar days notice.

2. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.

Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations of law, will be added to the employee’s paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.

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 benefit year (January 1) However, the District will use the same rule for contributions as for health insurance payments; if the employee’s first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee’s first date of active service is on the 1st through the 15th of the month, the District will contribute the 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 first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception [such as an employee getting married, loss of spouse coverage, etc.], employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

### 15.10 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 below) 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 any other 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 Handbook shall not be affected thereby.

SECTION 18.  QUALITY IMPROVEMENT COMMITTEES

18.01  Quality Improvement Committee – Professional Employees
The Professional Personnel Quality Improvement Committee is made up of representatives from professional staff in the District. The goals of this committee are to foster better understanding of the various departments, to provide a forum for voicing concerns and ideas of the professional staff to the administration, and to recognize outstanding employees from the various departments. The District shall select the representatives after receiving input from the staff.

18.02  Quality Improvement Committee – Support Staff
The Educational Support Personnel Quality Improvement Committee is made up of representatives from educational support staff in the District. The goals of this committee are to foster better understanding of the various departments, to provide a forum for voicing concerns and ideas of the educational support staff to the administration, and to recognize outstanding employees from the various departments/job categories. The District shall select the representatives after receiving input from the staff.
PART II – STAFF WITH INDIVIDUAL CONTRACTS UNDER § 118.21, WIS. STATS. AND PROFESSIONAL/EXEMPT NON-SUPERVISORY EMPLOYEES

Teachers
SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Nonrenewal for Teachers
Teachers employed in the district are subject to non-renewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. No teacher shall be non-renewed for arbitrary or capricious reasons.

1.02 Standard for Discipline and Termination
The school board has the authority to dismiss a teacher before the expiration of the teacher’s contract for “good and sufficient cause”. “Good and sufficient cause” is defined as: “Any inexcusable substantial violation by an employee of instructions, or neglect of duty of a substantial character, or any misconduct inconsistent with the employment relationship and which might injuriously affect the district, regardless of any express agreement on the subject, constitutes good ground for discharging the employee.”

1.03 Representation
In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances 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 discharged pursuant to section 1.03.
   B. If the employee quits his/her employment.
   C. 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.
   D. 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 “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 Board.

Limitations on the docking of pay of exempt employees:

A. Exempt employees need not be paid for any workweek in which they perform no work and use no accrued paid leave. See 29 CFR §541.602(a).

B. Deductions from pay may be made when an exempt employee is absent from work and does not use accrued paid leave for one or more full days for personal reasons, other than sickness or disability. See 29 CFR §541.602(b)(1).

C. Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with a bona fide plan, policy or practice of providing accrued paid leave for such sickness or disability and where the employee has exhausted such leave. See 29 CFR §541.602(b)(2).

D. While an employer cannot make deductions from pay for absences of an exempt employee occasioned by jury duty, attendance as a witness or temporary military leave, the employer can offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of the exemption. See 29 CFR §541.602(b)(3).

E. Deductions from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules. Such suspensions must be imposed pursuant to a written policy applicable to all employees. See 29 CFR §541.602(b)(5).

F. An employer is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Federal or Wisconsin Family and Medical Leave Acts. Rather, when an exempt employee takes unpaid leave under either Family and Medical Leave Act, an employer may pay a proportionate part of the full salary for time actually worked. See 29 CFR §541.602(b)(5).

G. Exempt employees who are eligible to accrue sick, personal and other paid leave who take leave for personal reasons or because of illness or injury of less than one work day may have their pay docked when such accrued leave is not used by the employee because:

1. Permission for its use has not been sought or has been sought and denied;
2. Accrued leave has been exhausted; or
3. The employee chooses to use leave without pay.

H. It is the policy of the Alma Center-Humbird-Merrillan School District that improper pay deductions from the salary of exempt employees under the federal Fair Labor Standards Act as specified in board policy, this handbook and 29 C.F.R. § 541.602 are prohibited. Employees are to promptly report any improper pay deductions to [insert name or office responsible for resolving improper pay deduction questions]. Employees who have had improper deductions made from their compensation will be promptly reimbursed. See 29 CFR §541.603(d).

At the beginning of each school year, individual teachers shall designate an option of either a 7:30 a.m.-3:30 p.m. or a 7:45 a.m.-3:45 p.m. teaching workday Tuesday through Friday for the duration of the ensuing school year. On Mondays, all individual teachers shall have a 7:30 a.m. – 3:30 p.m. teaching workday. The 8 hour workday does not exempt teachers from attending IEP’s, or other parent meetings, or parent/teacher conferences. The work day shall include a 30 minute duty-free lunch period. Teachers
may at their option leave the school grounds during their lunch period, or with administrative approval during their preparation period.

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 number of staff meetings shall be established by the District. 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.

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, home visitations, progress reports, in-person appointments, etc., in addition to the scheduled parent/teacher conferences.

2.05 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.

2.06 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.

2.07 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 will, at a minimum, make up all hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements 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.

SECTION 3 PROFESSIONAL GROWTH

3.01 Requirement to Remain Current

All teachers shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, Board established curriculum, as well as continuing study of the art of pedagogy. 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.

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 at least three in the District under a full-time or part-time regular teaching contract.

C. New-to-the-System Teacher: A new-to-the-system teacher is a teacher who has taught fewer than three 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 administrator may be a certified building principal, assistant principal, Superintendent, or assistant Superintendent. The administrator may be a District employee or a non-District employee who is a certified administrator.

4.03 Evaluation Process – Conditions for All Employees

A. Basic Requirements

1. Staff members covered by this Part II shall be considered “new-to-the-system teachers” during their first 3 complete contract years in the District (under either a full-time or part-time contract).

2. Staff members subject to this Part II shall be considered “continuing employees” as of their fourth contract year in the District (under either a full-time or a part-time contract).
3. New-to-the-system teachers in their first year of employment in the District shall be evaluated at least twice.

4. As of their second contract year in the District, new-to-the-system teachers shall be evaluated at least once annually.

5. Continuing employees shall be evaluated at least every third school year.

6. 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.

7. 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 by signing and dating the document within ten (10) school days. 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. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument to be placed in the personnel file. A teacher may attach a response to any document related to this process after the teacher’s receipt of the evaluation document(s) listed above. The file copy of the evaluation and any comments or objectives shall be signed by both parties to indicate awareness of the content. The following statement shall be part of the instrument:

"The signatures do not indicate agreement or disagreement but merely certify that the opportunity was available for attaching written clarification/objections at the time of signing."

The response must be initialed by the supervisor. The preceding process and documentation may be accomplished through an electronic process.

C. Copy of Evaluation Procedures: A copy of the evaluation forms are included in the Handbook.

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.

E. Professional Development of New-to-the-System Teachers:

1. Professional Development: New-to-the-system teachers may be required to spend up to the hourly equivalent of one (1) work days, some prior to the beginning of school, without additional compensation preparing professional and curriculum materials and lesson plans (in addition to being oriented to the District, evaluation practices and general expectations for their assignments.)

2. Goal Setting: New-to-the-system teachers will complete a goal setting plan each year. New-to-the-system teachers who are initial educators covered under Wisconsin Code PI 34 are subject to the provisions set forth below in section F.

F. Initial Educator Professional Development Plan: The individual teacher who holds an Initial Educator License is responsible for developing a Professional Development Plan (PDP). The PDP must demonstrate increased proficiency and professional development based on the Wisconsin Educator Standards. The Initial Educator is also responsible for initiating an annual review of the PDP by the Initial Educator’s Review Team (IERT) that is convened by the Initial Educator.

1. Mentor for Initial Educator and a teacher new to the District (who holds a current Wisconsin teaching license)

   a. An initial educator will be provided a qualified mentor by the District. Any continuing teacher interested in being considered for serving as a mentor must submit a letter indicating interest by April 1 of each year. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contract other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.

   b. If a continuing teacher is selected as a mentor, he/she shall be paid a stipend of $250.00 for the period served as a mentor (from August of the first year through July of the subsequent year) for an initial educator.

   c. A new-to-the-system teacher who is not an initial educator may also be provided a qualified mentor by the District. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contact other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.

   If a present employee is selected as a mentor for a teacher who is new to the District, he/she shall be paid a stipend of $250.00 for the period served as a mentor (from August of the first year through July of the subsequent year.

   d. A continuing teacher serving as a mentor may request that the District assign him/her to a different new-to-the-system teacher and/or be relieved completely from mentor responsibilities. The request must be in writing to the Superintendent. The
Superintendent will respond to the request within ten (10) days of receipt. The Superintendent will grant the request if the Superintendent, in his/her discretion, has a qualified replacement mentor. The present continuing teacher will serve as the mentor until such time as the suitable replacement is found. In the event a mentor is replaced, compensation will be prorated for the period served as a mentor.

e. The teacher receiving mentoring may request the District to provide a different mentor. The request must be in writing to the Superintendent. The Superintendent will respond to the request within ten (10) days from receipt.

f. The District will make a good faith effort to assign an individual mentor for each new-to-the-District teacher; however, a mentor may elect to work with more than one employee.

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. Assignment Preference Consideration: Teachers may express in writing to the Superintendent and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the Superintendent and/or his/her designee, who shall give due consideration to such requests (subject to the Superintendent’s or the designee’s authority to assign to all positions the individual who he/she believes is the best fit).

C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally in a timely manner on the District’s website until the position is filled. An email will also be sent to all district staff regarding the vacancy. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications required for the position.

D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term “applicant” refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.
E. **Involuntary Transfers:** When the District determines that an involuntary transfer of an employee is necessary due to the District's inability to fill a vacancy or a new position according to the procedures set forth above, it may, at its discretion, transfer any employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the Superintendent and/or his/her designee which will include the reasons for the transfer. 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 he/she intends on severing his/her 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 sixty (60) calendar day notice of resignation as follows:
   
   a. Two hundred fifty dollars ($250.00) if the employee’s resignation is effective on or after June 1st, but before July 31st.
   
   b. Five hundred dollars ($500.00) if the employee’s resignation is effective on or after July 1st, but before the start of the school year.
   
   c. 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.
   
   d. One thousand dollars ($1,000.00) if the employee’s resignation is effective on or after the start of the school year.

3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by April 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 School 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.

D. Process for Resignation and Submission of Liquidated Damages:
   1. The teacher must submit his or her resignation and amount of liquidated damages in accordance with the preceding provisions.
   2. The Board, at its discretion, may thereafter accept the teacher’s resignation and liquidated damages and release him or her from the teaching contract.
   3. The Board retains the right to refrain from releasing the teacher from his/her contract until a suitable replacement has been hired.

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 call their building principal. If possible, such notification should be made the evening prior to the time of absence, or before 6:00 a.m. This will help to provide time for obtaining a substitute teacher.

5.04 Summer School Assignments
When possible, summer school subjects should be made known on or before April 15. 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. Summer school assignments will be paid at the rate of $20.00 per hour.

5.05 Extended Contracts
Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers shall be compensated for said days at their individual contracted per diem rates for each of the extended contract days. Days may be scheduled in full or partial day increments.

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 and 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.

1. Grade Levels/ Departments/certification area for the purpose of this section shall be defined as:
   a. Elementary (K-6) - Teachers from all buildings will be considered, not just the building in which the nonrenewal is necessary.
   b. Junior High School and Senior High (7-12) - Teachers will be considered for nonrenewal from with the department (see definition 3), below) 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 District.

3. **Length of Service List:** The District will annually produce a length of service list by September 30th. Employees will raise any objections to the proposed length of service list by December 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 **Reemployment Process**

The reemployment process is solely available to employees non-renewed underneath this section. It does not apply to employees non-renewed based upon performance as set forth in Part II, Section 1.

A. **Reemployment Period:** Employees non-renewed under this section shall retain the reemployment options set forth herein for a period of twelve (12) months after the employee's last day of work with the District.

B. **Reemployment Obligations – Employee:** All employees non-renewed under this section shall have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employees on the reemployment list may apply for the vacant position according to the terms of this *Handbook*. The District will post vacancies in accordance with the terms of this *Handbook*.

6.06 **Termination of Reemployment Opportunities**

Reemployment opportunities shall end should an employee refuse reemployment to a position under Part II of this *Handbook*, except as provided below. Casual or substitute work with the District during the reemployment period shall not extend the reemployment period. Employees on the reemployment list may refuse reemployment to positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of the ability to apply to the next available position for which the employee is qualified. Employees on reemployment list shall not lose the ability to apply for an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the District.
6.07 Insurance Benefits Following Nonrenewal
Please see Part I, Section 15 (COBRA) for a full explanation of insurance continuation options.

6.08 Accrued Benefits during Reemployment Period
Non-renewed employees shall suffer no loss of sick leave, or other accrued benefits if rehired. Sick leave days shall not accrue for an employee during the reemployment period.

6.09 In-Service and Other Training
The District may require teachers to attend in-service and other training, either of which may occur outside of employees’ regular hours of work. Additional compensation (if any) for such training shall be determined by relevant law, District policy, and pertinent employment contracts.

SECTION 7. PROFESSIONAL COMPENSATION

7.01 Salary Schedule
The basic salaries of employees covered by this Handbook are set forth in the Appendix which is attached to and incorporated in this Handbook. It can be found on page 137.

A. Part-time employees will receive the salary set forth in the Handbook in a percentage equal to the amount of their employment.

B. The salary schedule is based upon the regular school calendar set forth in this Handbook.

C. The employee's pro-rata daily rate and pro-rata hourly rate shall be determined in the following manner:
   1. The employee's scheduled annual salary divided by the number of contracted days equals the pro-rata daily rate [extended contract or furlough days shall not be used in this calculation.] 190 is the number of contracted days)
   2. The pro-rata daily rate divided by 8 hours per day equals the pro-rata hourly rate.

7.02 Initial Salary Schedule Placement
Effective for employees initially hired on or after July 1, 2012 the Board, in its sole discretion, may place newly employed employees at a salary that exceeds his/her actual years of service. The District shall have the discretion to grant additional credit for actual teaching experience if the position is designated by the Department of Public Instruction (DPI) in its most current (defined as the publication available at the date of the employee’s hire) publication “Supply and Demand of Educational Personnel in Wisconsin Public Schools” as a position within an extreme shortage or slight shortage employment outlook. No new employee in a department or grade level will be placed at a step that exceeds the step placement of a present employee(s) in that department or grade level unless the new employee has greater teaching experience than the present employee(s) in that department or grade level. This provision is not retroactive.

7.03 Salary Step Movement after First Year of Employment
Employees beginning employment prior to the end of the first 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 end of the
first 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], or earned at an institution accredited by another accrediting agency recognized by the NCA, will be eligible for movement across the salary schedule.

B. Prior Approval: All credits intended to be used for salary schedule lane movement shall be approved by the District in advance of the enrollment in the course.

1. To qualify for the bachelor degree plus 6 credits the teacher shall have gained the credits toward a master degree and have prior written approval of the Superintendent and/or his/her designee for each specific course. Evidence of acceptance in graduate school must be provided by the individual employee.

2. 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.

3. To qualify for the master degree plus 6 credits, the teacher’s credits shall be on the graduate level or undergraduate level. The teacher must have prior written approval of the Superintendent and/or his/her designee, and must have earned the credits subsequent to having qualified for the masters column of the salary schedule. Certification from the institution of satisfactory completion of the approved course shall be required before advancing the teacher on the schedule. (No individual currently at M+ will be displaced by the implementation of this provision).

4. Transfer from one group or “lane” to another shall be made at the beginning of the school year following attainment of the necessary credentials.

5. Proper credentials shall be considered as statements of degrees attained or status toward a degree. Such statements shall be certified by a college registrar or other proper college official.

6. Credit information for moving from one lane to another and/or for reimbursement must be in the office of the Superintendent by August 1, and the work must be completed by September 1 of the contract year.

C. Timeline for submission for application to the salary schedule: When a teacher qualifies for movement on the salary schedule to a different lane, the movement shall be to the same step in the new lane as existed for the teacher in the previous salary lane provided funds are available as determined by the District. After placing the teacher in the new salary lane, the
teacher shall then receive the increment in the new salary lane, (1) if the teacher is eligible for the increment, (2) step movement exists in the new lane; and (3) adequate funds are available as determined by the District. There is no restriction on the number of lane changes a teacher may make in any year, i.e. moving from the BA lane to the MA lane, BA+15 to the MA+15, etc.

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

When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee’s contract, the employee shall be paid at the rate of $15.00 per hour. The length of time and maximum number of hours for completion of the project shall be determined by the employee’s immediate supervisor, in his/her sole discretion. In order to be compensated, teachers should submit on a bi-weekly basis the time they work on such projects. Other projects that are outside of the terms of the individual employee’s contract and that are approved by the Superintendent (or designee) shall be paid at the curriculum projects rate.

SECTION 8. INSURANCES

8.01 Dental Insurance

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

A. Eligibility.

1. Minimum Hours for Any Board 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. For purposes of teachers’ eligibility for dental insurance, full-time equivalency is defined as 30 hours per week during the school year. 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-rata 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 dental insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:

a. Coverage under one family plan; or

b. Two single 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. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or 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 31.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 87.4% of the single premium of the lowest cost dental insurance plan. 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 no more than 87.4% of the family premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

8.02 Health Insurance

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: A teacher 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. For purposes of teachers’ eligibility for health insurance, full-time equivalency is defined as 40 hours per week during the school year. 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-rataion 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 insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:

a. Coverage under one family plan; or
b. Coverage under one family plan [subject to the eligibility of the insurance carrier] plus one cash-in-lieu benefit; or

c. Two single plans; or
d. One single plan and one cash-in-lieu benefit
e. Two cash-in-lieu benefits

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. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or 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 31.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 87.4% of the single premium of the lowest cost health insurance 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 no more than 87.4% of the family premium of the lowest cost health insurance Employees shall be responsible for the remaining portion of the premium.

8.03 Liability Insurance
The School Board 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 Insurance
The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least 30 hours per week is eligible to participate in the District’s life insurance. For purposes of teachers’ eligibility for life insurance, full-time equivalency is defined as 40 hours per week hours per week during the school year. 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 to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose
assignments are less than 30 hours per week are not eligible to participate in the District’s life insurance plan.

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 life insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

2. If an employee resigns or is terminated who has completed the school year, his/her life insurance benefits shall terminate June 30th.

C. Premium Contributions: The District shall pay 100% of base life for term life insurance equal to the next highest one thousand dollars ($1000) of each eligible employee's salary. The employee has the right to purchase additional units of life insurance at their own cost.

8.05 Long-term Disability

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

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least 30 hours per week is eligible to participate in the District’s long-term disability insurance. For purposes of teachers’ eligibility for long-term disability, full-time equivalency is defined as 40 hours per week during the school year. 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 to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 30 hours per week are not eligible to participate in the District’s long-term disability insurance plan.

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 long-term disability insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

2. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate June 30th.

C. Premium Contributions: The District shall pay 100% for long-term disability insurance. The maximum gross benefit is $9,450.00 per month. Coverage shall begin after the 60 consecutive calendar day of disability and continue until the employee is eligible to work or age 65.
8.06 Short-term Disability

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

A. Eligibility:
   1. Minimum Hours for Participation: An employee whose individual contract has an assignment of at least 30 hours per week is eligible to participate in the District’s short-term disability 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 to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 30 hours per week are not eligible to participate in the District’s short-term disability insurance plan.

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 short-term disability insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:
   1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
   2. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate June 30th.

C. Premium Contributions: The employee shall pay all costs for short-term disability insurance.

8.07 Wisconsin Retirement System (WRS) Contributions

The Board 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.

8.08 Alternate Benefit Plan [ABP] in Lieu of Health Insurance

Implementation of the Alternative Benefit Plan for Eligible Employees. Eligibility for, and payment payments 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 August 1 and commit to this change to be effective the following September 1.

B. In order for this proposal to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.

C. 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.
D. 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.

E. 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 in the applicable part of the Handbook covering such employees, or
2. A cash payment equal to the amount listed in the applicable part of the Handbook covering such employees.

F. Cash Compensation: The cash contribution dollar amount shall be equal to:

<table>
<thead>
<tr>
<th>School Year</th>
<th>ABP Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-2018</td>
<td>$2,000.00 Teachers</td>
</tr>
</tbody>
</table>

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at fifty percent (50%) of more of a full-time contract 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.

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 teacher’s payroll check.

H. Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.

1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee shall be permitted to change the TSA amount or vendor up to three (3) times per calendar year provided he/she provides the District with at least thirty (30) calendar days notice.

2. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.

Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations of law, will be added to the employee’s paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.

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 benefit year (January 1). However, the District will use the same rule for contributions as for health insurance payments; if the employee’s first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee’s first date of active service is on the 1st through the 15th of the month, the District will contribute the 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 first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception (such as an employee getting married, loss of spouse coverage, etc.), employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

### SECTION 9. POST-EMPLOYMENT BENEFITS

For the 2017-2018 school year, the Board of Education shall offer an early retirement plan to teachers who elect to retire beginning at age 57 and who have at least fifteen (15) years of local experience. For those hired on or before July 1, 2007, the retiree at the time of retirement shall receive the applicable payment amount of $3,000 per year of service, up to a maximum amount of $75,000 (i.e. a maximum of $3,000.00 per year of service for up to a maximum of 25 years), in five (5) annual payments of an equal amount as identified below that shall be contributed to a non-elective post-employment 403(b) employer contribution plan as set forth in the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA).

For those hired after July 1, 2007, the retiree at the time of retirement shall receive the applicable payment amount of $2,000 per year of service, up to a maximum amount of $50,000 (i.e. a maximum of $2,000.00 per year of service for up to a maximum of 25 years), in five (5) annual payments of an equal amount as identified below that shall be contributed to a non-elective post-employment 403(b) employer contribution plan as set forth in the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA).

The retiree will also receive a contribution for be paid the current rate of substitute teachers for each unused day of accumulated sick leave up to 120 days. The number of unused accumulated sick leave days shall be calculated as of June 30th employment with the District. The payment amounts shall be divided equally in five annual payments and provided on the same schedule as set forth below. The payments shall be placed in a non-elective 403(b) employer contribution plan. In the event of death, the balance of the retiree’s benefit shall be paid to a named beneficiary.
PART III – NON-EXEMPT STAFF WITHOUT INDIVIDUAL CONTRACTS UNDER § 118.22, WIS. STATS. OR § 118.24, WIS. STATS.

Support Staff
SECTION 1. DISCIPLINE AND DISCHARGE

1.01 Length of Probationary Period
All newly hired employees shall be on probation for a period of six months.

1.02 Standard for Discipline and Termination
A. Probationary Employee: Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook.

B. Non-Probationary Employee: A non-probationary employee 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:
   1. 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
   2. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

1.03 Benefits during Probation
Except as expressed herein, all provisions of this Agreement shall apply to an employee as of the first day of employment. If an employee quits or is terminated during the probationary period, however, no accrued sick leave, vacation, or other benefits shall be due him or her. Employees eligible to receive insurance benefits shall receive initial coverage in accordance with the waiting periods, if any, contained in paid coverages without regard for the probationary period.

1.04 Representation
In the event any employee is called to a meeting with representatives of the Employer for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances that may lead to discipline or discharge, the employee has the right to request representation. In the event the employee chooses to have Association representation, the meeting shall be delayed until appropriate Association representation may be obtained. Nothing in this provision shall prevent an Employer from removing an employee from the work place if immediate action is required.

1.05 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.

SECTION 2    HOURS OF WORK AND WORK SCHEDULE

2.01 Letter of Appointment
Should the district anticipate a continuing need for an employee’s services during the next school year, it will issue a letter of appointment that shall be consistent with, but subservient to, this Handbook and board policy, before the last student contact day of the school year. The letter of appointment shall identify the employee, the date of hire, the position(s) that the employee is employed for, the length of the work year, the length of the work day, the tentative starting and ending times of the work day, and the pay rate for the position. Specific assignments and hours cannot be
guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held.

A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full reduction in force. In the case of a change of assignment the employee shall be provided with at least ten (10) calendar days’ notice of the change of assignment, if practicable, as determined by the administration.

2.02 Regular Workday and Starting and Ending Times
A regular full-time workday is eight (8) hours, excluding lunch time. Because of different schedule requirements, employees’ starting, lunch, and finishing times may vary in different assignments and locations. Each employee's immediate supervisor will schedule working hours, break periods, and lunch periods.

2.03 Regular Workweek
A regular work week is forty (40) hours or fewer. The regular work week is five (5) consecutive days unless the immediate supervisor assigns the employee to a different work schedule. This section shall not be construed as a guarantee or limitation on the number of hours per day or hours in a work week which may be scheduled or required by the District.

2.04 Part-time Employees
A schedule of hours shall be prepared for part-time employees. Such schedule shall be made known to the affected employees.

2.05 Additional Hours and Overtime - Approval and Assignment
A. **Approval:** In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property.

B. **Assignment:** Non-emergency scheduled overtime assignments will be filled using volunteers first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the overtime, the District may assign the work on a rotating basis within the applicable job classification. Emergency overtime assignments shall be assigned at the discretion of the District.

C. **Pay Rate for Overtime:** Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated on the back of the employee's time card. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

2.06 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.

2.07 Breaks
Employees scheduled to work at least four (4) hours per work day shall receive one (1) fifteen (15) minute paid break. Employees scheduled to work at least eight (8) hours per work day shall receive two (2) fifteen (15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor.
0 to 3.99 hours 0 minutes
At least 4.0 to 5.99 hours 15 minutes
At least 6.0 to 7.99 hours 15 minutes and 30 minute duty-free lunch
At least 8.0 or more hours (2) 15 minutes and 30 minute duty-free lunch

2.08 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. Employees will punch in only at such time as they are fully prepared to begin work. Employees are responsible for their own time cards and shall not punch in or out for any other employee. Employees caught punching in or out for another employee will be subject to discipline up to and including discharge. If an employee leaves the premises for any personal reason, the time clock is to be used to punch out and punch in upon return.

2.09 Emergency School Closings

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

B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Any employee not at work when school is closed for an emergency shall not be paid for that day. Employees shall be required to make days up in the event that the District schedules make-up days.

C. 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 day.

D. 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.

2.10 Call-In Pay

Employees called in to work hours outside of their regular work schedule that are not contiguous with their regular work schedule, except as noted below, shall be paid no less than two (2) hours pay. The District may, at its discretion, require such employees to work the full two (2) hour period. Employees called in to open the building for a special event (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.

2.11 Attendance at Meetings

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

SECTION 3 REDUCTION IN FORCE, POSITIONS & HOURS

3.01 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.

3.02 Notice of Reduction

The District will give at least thirty (30) calendar days notice 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.
3.03 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 reductions.

B. **Step Two - Volunteers**: Volunteers will be reduced first. The District will provide the volunteer(s) with a notice in accordance with section 3.02. Requests for volunteers will be sent to employees within each job category. An employee who volunteers will put his/her request in writing. Volunteers will be accepted by the District only if, in the District's opinion, the remaining employees in the job category are qualified to perform the remaining work.

C. **Step Three - 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. Secretary 2  
   c. Building Custodian  
   e. Cleaner  
   g. Aide  
   i. Cook 1  
   k. Computer Technician

   b. Secretary 3  
   d. Custodian I  
   f. Grounds Keeper  
   h. Cook/Site Manager  
   j. Cook 2

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**: 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 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 District.

      3) **Length of Service List**: The District will annually produce a length of service list and provide it by September 30th. The employees will raise any objections to the proposed length of service list by December 1st.

3.04 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*. Any employee who is reduced in hours (partial layoff) may choose to be fully laid off.
3.05 Reemployment Period
Reduced-in-time employees shall retain the reemployment options set forth herein for a period of twelve (12) months either after the employee's last day of work with the District or from the time the employee received the notification of reduction in force, whichever is later.

3.06 Reemployment Procedure
All reduced-in-time employees shall have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this Handbook. Employees on the reemployment list may apply for the vacant position according to the terms of this Handbook. The District will post vacancies in accordance with the terms of this Handbook.

3.07 Termination of Reemployment Options
Reemployment options shall end should an employee refuse reemployment in a position in the job category, except as provided below. Casual or substitute work with the District during the reemployment period shall not extend the reemployment period. Employees on the reemployment list may refuse reemployment in positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of options to the next available position for which the employee is qualified. Employees on the reemployment list shall not lose reemployment options to an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the District.

3.08 Insurance Benefits
Please see Part I, Section 15 (COBRA) for an explanation of insurance continuation options.

3.09 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.

3.10 Other Employment
No employee on full or partial layoff shall be precluded from securing other employment while on layoff status.

SECTION 4 ASSIGNMENTS, VACANCIES AND TRANSFERS

4.01 Determination of Assignment
Employees will be assigned or transferred by the Superintendent of the District and/or his/her designee.

4.02 Job Posting
When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally simultaneously for a minimum of 10 working days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the District’s website at www.lincolnhornets.org. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the tentative work hours of the position, the rate of pay for the position, and the qualifications required for the position.

4.03 Interviews
An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position, and, if qualified, may be awarded the position.
4.04 Selection Process
In the event two or more equally qualified District employees apply for a position, the most senior applicant will be selected.

4.05 District Ability to Select the Most Qualified Applicant
The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position.

4.06 District Ability to Determine Job Description
The District retains the right to determine the job descriptions needed for any vacant position.

4.07 Involuntary Transfers
When the District determines that an involuntary transfer of an employee is necessary, due to the District's inability to fill a vacancy or a new position according to the procedures set forth above in sections 4.02 through 4.06, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the Superintendent which will include the reasons for the 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.

SECTION 5 PAID VACATION

5.01 Notice
Employees may access Skyward to view a report summarizing his/her total number of vacation days and vacation usage during the previous employment year.

5.02 Calendar Year Full-Time Employees
Paid Vacation will be provided to Calendar Year Full-time employees according to the following schedule:

<table>
<thead>
<tr>
<th>Number of Years Worked</th>
<th>Vacation Days Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>After one (1) year of service</td>
<td>5 days</td>
</tr>
<tr>
<td>After three (3) years of service</td>
<td>10 days</td>
</tr>
<tr>
<td>After ten (10) years of service</td>
<td>15 days</td>
</tr>
<tr>
<td>After twenty (20) years of service</td>
<td>20 days</td>
</tr>
</tbody>
</table>

"Years of Service" as set forth in this Article refers to years of service in the District 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 on their anniversary date in the position the is eligible for vacation under Part III. For calculation purposes vacation is earned based upon the prior year's service.

5.03 Scheduling of Vacation
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.

All employees entitled to more than 1 week paid vacation must take their vacation at a time between July 1 of one year and June 30 of the next year which meets with the approval of the superintendent.

Carry over of vacation is not permitted except with written permission of the Superintendent.

5.04 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.

5.05 Holidays during Vacation
Should a paid holiday fall during an employee's vacation period the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

SECTION 6 HOLIDAYS

6.01 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)

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

B. School Year Employees

| Thanksgiving Day |
| December 25     |
| January 1       |

6.02 Holidays Falling on Weekends
If any of the holidays listed above, fall on a Saturday, the preceding workday shall be observed as the holiday. If any of the above named holidays falls on a Sunday, the following workday shall be observed as the holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday shall be observed as the December 31st holiday and the preceding Friday shall be observed as the January 1st Holiday. If December 24 and December 31 fall on a Sunday, the preceding Friday shall be declared the holiday unless the preceding Friday is a student contact day. If the preceding Friday is a student contact day, section 6.03 will apply.
6.03 Holidays Falling on Student Contact Days

If any of the holidays listed in section 6.01, above, fall on a student contact day, the employees shall work their regular hours that day, and shall instead receive a paid holiday on a date determined by the Administration.

6.04 Work on a Holiday

Except as provided in section 6.03, above, employees who work on any of the above-mentioned holidays shall be paid time and one-half for all hours worked in addition to the holiday pay. In other words, if the employees receive a different holiday date under section 6.03, this provision shall not apply.

6.05 Holidays during Vacation

If any of the above holidays fall within an employee's vacation period, the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

6.06 Eligibility for Holiday

In order to be eligible for holiday pay, an employee must work the employee's scheduled workdays immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by the Superintendent and/or his/her designee. You must be continuously employed by the district for at least 90 calendar days preceding the holiday if you are a calendar year--full-time employee, or for 530 hours if you are a calendar year--part-time employee.

Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

SECTION 7    WAGE COMPENSATION AND EXPENSES

7.01 Wage Schedule

Wage Schedule, shall be attached hereto in the Appendix. The support staff wage schedule can be found on page 149.

7.02 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: Employees will advance to the next step for which they may be eligible on the anniversary date of their hire into the position provided funds are available as determined by the District. 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.

7.03 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.

7.04 Rate of Pay upon Promotion

Whenever an employee is promoted to a new higher paid classification, he or she will be placed at the step that gives the employee the smallest wage increase. An employee who is voluntarily or involuntarily transferred to a lower paid classification shall retain her/his step placement. Upon voluntary transfer to a position in the same job classification, the employee shall retain her/his pay rate and step placement.
SECTION 8  JOB RELATED TRAINING AND LICENSURE

8.01 In-Service Training
The district within its discretion may provide appropriate paid in service training to each employee.

8.02 Tuition Reimbursement
By increasing your skills and developing your potential, you will become a more professional and efficient employee. For this reason, the district encourages you to obtain additional education through enrollment in technical schools, colleges or graduate centers which provide courses related to your present job or promotional qualifications. The District will reimburse as provided below all tuition and books for approved courses at accredited academic institutions. The district must however provide written approval before it will be obligated for payment of expenses.

Upon completion of your course, submit all receipts for tuition, books and fees to your immediate supervisor or building principal together with evidence of a satisfactory grade. Your supervisor or building principal will submit this material to the Superintendent with a request for tuition reimbursement. Rates for reimbursement for tuition and books are dependent on your grade in the course. An "A" grade will entitle you to 100% reimbursement. A grade of "B" will entitle you to 75% reimbursement. A grade of "C" will entitle you to 50% reimbursement. No reimbursement will be made for grades below "C".

SECTION 9  EMPLOYEE EVALUATIONS

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

9.02 Procedures and Instruments
The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented.

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

9.04 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.

9.05 Comments, Disputes
The employee may respond in writing with his or her comments attached to the completed evaluation.

9.06 Evaluators
The Employer 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 10 RESIGNATION FROM EMPLOYMENT

10.01 Notice of Termination of Employment
Employees will 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. The District's obligation to pay its share of the employee's insurance benefits will terminate at the end of the month in which the employee works his/her last day. Any employee who breaches this Article shall, at the District’s discretion, forfeit any accrued benefits.

SECTION 11 INSURANCES

11.01 Dental Insurance
The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility.
   1. Minimum Hours for Any Board 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 dental insurance. Full-time equivalency is defined as 2,080 hours. 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. 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 single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
      a. Coverage under one family plan; or
      b. Two single plans; or

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 at the end of the month the employee’s resignation or termination becomes effective.

C. Premium Contributions:
   1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 95% of the single premium of the lowest cost dental insurance plan. 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 no more than 95% of the family premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.
11.02 Health Insurance
The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board

A. Eligibility.

   1. Minimum Hours for Any Board 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 health insurance. Full-time equivalency is defined as 2,080 hours. 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-rataion of District Contributions: An employee whose individual letter of assignment 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 insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:

      a. Coverage under one family plan; or
      b. Coverage under one family plan [subject to the eligibility of the insurance carrier] plus one cash-in-lieu benefit or
      c. Two single plans; or
      d. One single plan and one cash-in-lieu benefit
      e. Two cash-in-lieu benefits

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 at the end of the month the employee’s resignation or termination becomes effective.

C. Premium Contributions:

   1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 90% of the single premium of the lowest cost health insurance plan. 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 no more than 90% of the family premium of the lowest cost health insurance plan unless the employee does not complete the Employees shall be responsible for the remaining portion of the premium.

11.03 Liability Insurance
The School Board 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.

11.04 Life Insurance
The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility:
   1. Minimum Hours for Any Board Contribution: An employee whose individual letter of assignment has an assignment of at least 30 hours per week is eligible to participate in the District’s life insurance. 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, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 30 hours per week are not eligible to participate in the District’s life insurance plan. 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 at the end of the month the resignation or termination becomes effective.

C. Premium Contributions: The District shall pay 100% of base life for term life insurance equal to the next highest one thousand dollars ($1000) of each eligible employee's salary. The employee has the right to purchase additional units of life insurance at their own cost.

11.05 Long-Term Disability
The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility:
   1. Minimum Hours for Any Board Contribution: An employee whose individual letter of assignment has an assignment of at least 30 hours per week is eligible to participate in the District’s long-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. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 30 hours per week are not eligible to participate in the District’s long-term disability insurance plan. 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 at the end of the month the resignation or termination becomes effective.

C. Premium Contributions: The District shall pay 100% for long-term disability insurance. The maximum gross benefit is $9,450.00 per month. Coverage shall begin after the 60 consecutive calendar day of disability and continue until the employee is eligible to work or age 65.

11.06 Short-Term Disability
The Board shall provide short-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.
A. Eligibility:
   1. **Minimum Hours for Participation:** An employee whose individual letter of assignment has an assignment of at least 30 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. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 30 hours per week are not eligible to participate in the District’s short-term disability insurance plan. 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 at the end of the month the resignation or termination becomes effective.

C. **Premium Contributions:** The employee shall pay all costs for short-term disability insurance.

### 11.07 Wisconsin Retirement System (WRS) Contributions

The Board 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.

### 11.08 Alternate Benefit Plan [ABP] in Lieu of Health Insurance

Implementation of the Alternative Benefit Plan for Eligible Employees. Eligibility for, and payment payments 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 August 1 and commit to this change to be effective the following September 1.

B. In order for this provision to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.

C. 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.

D. 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.

E. 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 in the applicable part of the *Handbook* covering such employees, or
   2. A cash payment equal to the amount listed in the applicable part of the *Handbook* covering such employees.
F. Cash Compensation: The cash contribution dollar amount shall be equal to:

<table>
<thead>
<tr>
<th>School Year</th>
<th>ABP Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-2018</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at fifty percent (50%) of more of a full-time contract 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.

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 teacher's payroll check.

H. Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.

1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee shall be permitted to change the TSA amount or vendor up to three (3) times per calendar year provided he/she provides the District with at least thirty (30) calendar days notice.

2. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.

3. Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations of law, will be added to the employee’s paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.

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 benefit year (January 1). However, the District will use the same rule for contributions as for health insurance payments; if the employee’s first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee’s first date of active service is on the 1st through the 15th of the month, the District will contribute the 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 first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception (such as an employee getting married, loss of spouse coverage, etc.), employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.
PART IV – STAFF WITH INDIVIDUAL CONTRACTS UNDER § 118.24, WIS. STATS., EXECUTIVE, ADMINISTRATIVE AND ACADEMIC ADMINISTRATIVE EMPLOYEES

Administrators
SECTIN 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. No administrator shall be non-renewed for arbitrary or capricious reasons. 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.

SECTIN 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.

SECTIN 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. Full time employees are generally expected to
work eight-hour duty days. Professional staff (exempt personnel in accordance with the Fair Labor Standards Act) such as central office administrators, directors, coordinators, principals, associate principals, assistant principals, directors of instruction, counselors, campus athletic coordinators, diagnosticians and supervisors, are expected to report for duty for at least eight hours each day, excluding a 30-minute lunch break. Administration schedules may vary because of staggered starting times and job responsibilities, so long as all employees listed are scheduled for a minimum eight-hour duty day.

Limitations on the docking of pay of exempt employees:

A. Exempt employees need not be paid for any workweek in which they perform no work and use no accrued paid leave. See 29 CFR §541.602(a).

B. Deductions from pay may be made when an exempt employee is absent from work and does not use accrued paid leave for one or more full days for personal reasons, other than sickness or disability. See 29 CFR §541.602(b)(1).

C. Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with a bona fide plan, policy or practice of providing accrued paid leave for such sickness or disability and where the employee has exhausted such leave. See 29 CFR §541.602(b)(2).

D. While an employer cannot make deductions from pay for absences of an exempt employee occasioned by jury duty, attendance as a witness or temporary military leave, the employer can offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of the exemption. See 29 CFR §541.602(b)(3).

E. Deductions from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules. Such suspensions must be imposed pursuant to a written policy applicable to all employees. See 29 CFR §541.602(b)(5).

F. An employer is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Federal or Wisconsin Family and Medical Leave Acts. Rather, when an exempt employee takes unpaid leave under either Family and Medical Leave Act, an employer may pay a proportionate part of the full salary for time actually worked. See 29 CFR §541.602(b)(5).

G. Exempt employees who are eligible to accrue sick, personal and other paid leave who take leave for personal reasons or because of illness or injury of less than one work day may have their pay docked when such accrued leave is not used by the employee because:

1. Permission for its use has not been sought or has been sought and denied;
2. Accrued leave has been exhausted; or
3. The employee chooses to use leave without pay.

H. It is the policy of the [insert district name] school district that improper pay deductions from the salary of exempt employees under the federal Fair Labor Standards Act as specified in board policy, this handbook and 29 C.F.R.§541.602 are prohibited. Employees are to promptly report any improper pay deductions to [insert name or office responsible for resolving improper pay deduction questions]. Employees who have had improper deductions made from their compensation will be promptly reimbursed. See 29 CFR §541.603(d).

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.
4.02 Professional Reimbursement Program & Membership in Professional Organizations

The Board of Education will provide full payment upon completion of coursework, including fees, books and tuition. Courses must be pre-approved by the Superintendent.

The Board of Education will provide full payment for three professional organizations.

The Board of Education will allow the administrator to attend a national convention once every three years.

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 a written evaluation at the end of their first year of employment and at least every third year thereafter.

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 Board shall provide dental insurance to eligible administrators. Each administrator’s eligibility for dental insurance shall be noted in the administrator’s individual contract. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility.

1. Minimum Hours for Any Board 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. Full-time equivalency is defined as 40 hours. 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 [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 insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
   a. Coverage under one family plan; or
   b. Two single 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. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

2. If an employee resigns or is terminated who has completed the term of his/her contract, District coverage shall cease at the end of the month the resignation or termination becomes effective. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30 of any year, his/her insurance benefits shall terminate as of August 31 of that year.

**Premium Contributions:**
Dental insurance premium contributions shall be specified in the administrator’s individual contract.

### 7.02 Health Insurance

The Board shall provide health insurance to eligible administrators. Each administrator’s eligibility for health insurance shall be noted in the administrator’s individual contract. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

**A. Eligibility.**

1. **Minimum Hours for Any Board 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 40 hours. 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-ratation 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 insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
   a. Coverage under one family plan; or
   b. One cash-in-lieu benefit instead of a family plan [subject to the eligibility of the insurance carrier]; or
   c. Two single plans; or
   d. One single plan and one cash-in-lieu benefit
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. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

2. If an employee resigns or is terminated who has completed the term of his/her contract, District coverage shall cease at the end of the month the resignation or termination becomes effective. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30, his/her insurance benefits shall terminate June 30th.

Premium Contributions: Health insurance premium contributions shall be specified in the administrator’s individual contract.

7.04 Liability Insurance
The School Board 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.

7.05 Life Insurance
The Board shall provide life insurance to eligible administrators. Each administrator’s eligibility for life insurance shall be noted in the administrator’s individual contract. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least 30 hours is eligible to participate in the District’s life 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 to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 30 hours are not eligible to participate in the District’s life insurance plan.

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 life insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

2. If an employee resigns or is terminated who has completed the term of his/her contract, District coverage shall cease at the end of the month the resignation or termination becomes effective. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30, his/her life insurance benefits shall terminate June 30th.

C. Premium Contributions: Life insurance premium contributions shall be specified in the administrator’s individual contract.

7.06 Long-term Disability
The Board shall provide long-term disability insurance to eligible administrators. Each administrator’s eligibility for long-term disability insurance shall be noted in the administrator’s individual contract. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility:
1. **Minimum Hours for Any Board Contribution**: An employee whose individual contract has an assignment of at least 30 hours is eligible to participate in the District’s long-term disability 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 to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 30 hours are not eligible to participate in the District’s long-term disability insurance plan.

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 long-term disability insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

2. If an employee resigns or is terminated who has completed the term of his/her contract, District coverage shall cease at the end of the month the resignation or termination becomes effective. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30, his/her long-term disability insurance benefits shall terminate June 30th.

C. **Premium Contributions**: Long-term disability insurance premium contributions shall be specified in the administrator’s individual contract.

### 7.07 Short-term Disability

The Board shall provide short-term disability insurance to eligible administrators. Each administrator’s eligibility for short-term disability insurance shall be noted in the administrator’s individual contract. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. **Eligibility**: 

1. **Minimum Hours for Participation**: An employee whose individual contract has an assignment of at least 30 hours is eligible to participate in the District’s short-term disability 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 to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 30 hours are not eligible to participate in the District’s short-term disability insurance plan.

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 short-term disability insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

2. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate June 30th.

C. **Premium Contributions**: Short-term disability insurance premium contributions shall be specified in the administrator’s individual contract.

### 7.08 Wisconsin Retirement System (WRS) Contributions

The Board 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.
7.09 Alternate Benefit Plan [ABP] in Lieu of Health Insurance

Implementation of the Alternative Benefit Plan for Eligible Employees. Eligibility for, and payment payments 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 August 1 and commit to this change to be effective the following September 1.

B. In order for this provision to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.

C. 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.

D. 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.

E. 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 in the applicable part of the Handbook covering such employees, or

2. A cash payment equal to the amount listed in the applicable part of the Handbook covering such employees.

F. Cash Compensation: The cash contribution dollar amount shall be equal to:

<table>
<thead>
<tr>
<th>School Year</th>
<th>ABP Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-2018</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at fifty percent (50%) of more of a full-time contract 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.

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 teacher's payroll check.

H. Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.

1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee shall be permitted to change the TSA amount or vendor up to three (3) times per calendar year provided he/she provides the District with at least thirty (30) calendar days notice.

2. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.
3. Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations of law, will be added to the employee’s paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.

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 benefit year (January 1) However, the District will use the same rule for contributions as for health insurance payments; if the employee’s first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee’s first date of active service is on the 1st through the 15th of the month, the District will contribute the 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 first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception (such as an employee getting married, loss of spouse coverage, etc.), employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.
SECTION 1. ATHLETIC AND ACTIVITY ASSIGNMENTS

1.01 Letter of Assignment
Employees shall assume responsibility for the supervision of the extra-curricular activities that are included in their letters 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. However, under no circumstances shall a Board member work as a coach, assistant coach, advisor, or assistant advisor to an extra-curricular activity (on either a paid or a volunteer basis).

B. The stipend for extra-curricular activities shall be specified in the letter of assignment.

C. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.

1.02 Payments
Payments for extra-curricular activities shall be made at the end of each season.

2.1 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.

2.2 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.

2.3 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.
2.4 Extra-Curricular Pay Schedule

The extra-curricular pay schedule can be found in the appendices on page 143-144.
Part VI – Substitute Employees
SECTION 1       ALL SUBSTITUTE EMPLOYEES

1.01       Pre-Employment Requirements
All new substitute staff hires will have to meet all new staff requirements, including but not limited to, a physical examination (including a tuberculin test or chest x-ray), and a criminal background check.

SECTION 2       SUBSTITUTE TEACHERS

2.01       Licensure and/or Permit
All substitute teachers shall have the necessary license and/or permit required by state law to serve in the substitute teaching assignment.

2.02       Training and Evaluation
Suitable programs of training, orienting and evaluating the work of substitute teachers may be provided by the instructional staff and/or the District as appropriate.

2.03       Assignment and Professional Responsibilities
A. Assignments: Substitutes shall be assigned at the discretion of the District.

    OR

Substitutes shall be assigned as follows:

1. Principals’ requests for a given substitute shall take first precedence.
2. Teachers’ requests for a given substitute shall take second precedence. The jobs under this subsection will be posted to substitutes as soon as the District has been notified of an absence.
3. After the above process has been completed, all other substitutes shall be notified of the available work.

B. A copy of the appropriate school policies, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher’s daily schedule, general class schedule (bell schedule when applicable), name of any individual designated in charge of discipline, seating charts, class schedule and lesson plans for all classes to be taught shall be made available to the substitute. School Board policies will be available to the substitute upon request.

C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment

1. A substitute teacher may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute teacher list if the substitute demonstrates a pattern or practice of declining assignments.

2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute who wishes to cancel an assignment on the current date must inform the Secretary, Building Principal by phone. Any substitute teacher who abuses the cancellation privilege, in the District’s discretion, will have their cancellation privileges revoked.
D. **Professional Responsibilities:**

The professional responsibilities and duties of substitutes shall be consistent with the regular teacher’s responsibilities and duties for whom they are substituting. When a substitute is employed as a long-term substitute teacher, or is employed at the end of the semester, and is expected to close out school records, do report cards, and inventories, he/she may be given up to one day to complete these tasks if deemed necessary by the principal. The substitute will be compensated at the applicable substitute rate.

E. **Long-Term Substitute Assignment**

1. When a substitute is assigned for more than twenty (20) consecutive days in the same position, then the long-term rates apply beginning on the twenty-first day as provided in section 2.07. The substitute’s hourly rate shall be computed based on the number of periods per day in a building (e.g. at elementary level – eight (8) hours).

2. Responsibilities of the long-term substitute teacher shall be the same as the regular classroom teacher.

F. **Substitute Teaching Day:** substitute’s teaching day shall be eight (8) hours, excluding the duty free lunch, when subbing for a full-time teacher who is absent for a whole day. If a teacher does not have a full schedule of classes the time will be prorated. A substitute’s teaching day may be less than eight (8) hours if the substitute is replacing a teacher on a partial absence.

2.04 **Compensation**

A. **Daily Rate:** Substitute teachers shall receive compensation for services rendered as provided in section 2.07.

B. **Homebound or Alternative Site Instruction**

1. Substitute teachers who are contracted to provide homebound or alternative site instruction to a student of this school district, shall be compensated for services rendered as provided in section 2.07.

2. Substitute teachers will be paid mileage from the student’s school to the student’s location and back pursuant to the terms of the Handbook. If a substitute teacher is required to report to the District and subsequently travel to a different location (either within or outside of the District), the District will reimburse him/her an amount equal to the Internal Revenue Service (IRS) business travel rate per mile for travel to that second location (and back to the first location, if required by the District).

2.05 **Dismissal/Removal from Substitute List**

Substitute teachers are casual employees and therefore have no expectation of continued employment. As such substitute teachers may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute teachers may also be removed from the substitute call list at the discretion of the district.

2.06 **Miscellaneous Provisions**

A. **In-Service:** Each per diem substitute may be required to participate in new teacher orientation or teacher in-service day programs in the schools. Per diem substitutes shall be paid at their applicable rate for in-service participation if the employer requires them to attend. Long-term
substitutes will be required to attend in-service days and will receive their long-term rate. The principal may, in his/her discretion, determine and notify the long-term substitute that he/she is not required to attend an in-service day(s) and will not be paid for that day. Substitute teachers may participate in after school/summer in-services at no cost, provided teachers members and/or administrators are able to attend without cost. Substitute teachers may participate in after school/summer in-services at the same cost as teachers provided the vendor offers such a discount to substitute teachers. The substitute teacher may participate at the cost established by the vendor if the vendor does not offer such a discount to substitute teachers. Substitute teachers availability to participate in all of the above school/summer in-services will be on a space available basis as determined by the District.

B. **Mileage:** Substitute teachers assigned and working for the District on the same day at more than one school or work location, shall be reimbursed mileage at the rate set forth in the *Handbook* for use of their personal automobile in traveling from one District work site to another.

C. **Duty Free Lunch:** All substitutes shall be provided with a daily duty-free lunch period of at least thirty (30) continuous minutes.

D. **In-service/Orientation:** The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary and the in-service shall last no more than two (2) hours. Substitute teachers attending the in-service will not be compensated for their attendance.

E. **Online Services:** Long-term substitutes will be provided district email accounts and network access. Substitutes who are compensated at the experienced pay level will be provided with a personalized computer account and password.

### 2.07 Substitute Teacher Pay Schedule

Substitute teachers shall be employed at the rate established by the District. As of July 1, 2013 the rate of pay is as follows:

**SUBSTITUTE TEACHER PAY SCHEDULE**

<table>
<thead>
<tr>
<th>Category</th>
<th>2017-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short-Term Per Diem Substitute</td>
<td>$92.00/day</td>
</tr>
<tr>
<td></td>
<td>$46.00/half day</td>
</tr>
<tr>
<td>Hourly Rate after 4 Hours</td>
<td>$11.50/hour</td>
</tr>
</tbody>
</table>
**SECTION 3 SUPPORT STAFF SUBSTITUTES**

**3.01 Licensure and/or Permit**
All substitute support staff shall have the necessary license and/or permit required by state law to serve in the substitute assignment.

**3.02 Training and Evaluation**
Suitable programs of training, orienting and evaluating the work of substitute support staff may be provided by other district staff and/or the District as appropriate.

**3.03 Assignment and Professional Responsibilities**

A. **Assignments:** Substitutes shall be assigned at the discretion of the District.

B. **Board Policies:** A copy of the appropriate school policies shall be made available to the substitute upon request.

C. **Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment**
   1. A substitute may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute list if the substitute demonstrates a pattern or practice of declining assignments.
   2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute who wishes to cancel an assignment on the current date must inform the Secretary, Building Principal by phone. Any substitute who abuses the cancellation privilege, in the District’s discretion, will have their cancellation rights revoked.

D. **Responsibilities:** The responsibilities and duties of substitutes shall be consistent with the regular employee’s responsibilities and duties for whom they are substituting.

E. **Long-Term Substitute Assignment**
   1. When a substitute is assigned for more than ten (10) consecutive days in the same position, then the long-term hourly rates apply retroactive to the first day, unless the long-term nature of the assignment is known in advance, in which case payment will begin on the first day.

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**Long-Term Per Diem Substitute**

(If employee works more than twenty (20) days in the same position, then the long-term rate applies beginning with the twenty first day.)

$188.08/day*
2. Responsibilities of the long-term substitute shall be the same as the regular employee.

F. Substitute Day: The substitute’s length of service will be determined by the District.

3.04 Compensation

Hourly Rate: Substitute employees shall receive compensation for services rendered as determined by the District and as set forth in section 3.07.

3.05 Dismissal/Removal from Substitute List

Substitute employees are casual employees and therefore have no expectation of continued employment. As such substitute employees may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute employees may also be removed the substitute call list at the discretion of the district.

3.06 Miscellaneous Provisions

A. In-Service: Each per diem substitute may be required to participate in new employee orientation or in-service day programs in the schools. Substitutes shall be paid at their applicable hourly rate for in-service participation if the employer requires them to attend.

B. Mileage: Substitute assigned and working for the District on the same day at more than one school or work location, shall be reimbursed mileage at the rate set forth in the Handbook for use of their personal automobile in traveling from one District work site to another.

C. Breaks: All substitutes shall be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.

D. In-service/Orientation: The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be strictly voluntary and the in-service shall last no more than two (2) hours. Substitutes attending the in-service will not be compensated for their attendance.

E. Online Services: Long-term substitutes will be provided district email accounts and network access. Substitutes who are compensated at the experienced pay level will be provided with a personalized computer account and password.

3.07 Substitute Employee Pay Rates

Substitutes shall be employed at the rate established by the District. As of July 1, 2013 the rate of pay is as follows:
## SUBSTITUTE PAY SCHEDULE

### 2017-2018

<table>
<thead>
<tr>
<th>Category</th>
<th>2017-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short-Term Substitute</td>
<td>Starting hourly wage for the Position for which the employee is substituting.</td>
</tr>
</tbody>
</table>
APPENDIX: FORMS
APPENDIX A: SALARY PAYROLL OPTIONS

2017-2018

Each school-year employee will be paid in eighteen (18) equal installments.

The school-year employees shall receive their pay installments on the 15th and the last workday of each month. If the pay date falls on a Saturday, Sunday, holiday or scheduled vacation, school-year employees shall receive their pay installment on the last working day.

School-year employees will receive their first installment at the end of August and their last installment on or before June fifteenth.

Each school-year employee must notify the District's business office of his/her payment option selection prior to the end of the school year preceding the school year the payment changes go into effect.

Direct deposit will be mandatory for all employees.

The cost of the direct deposit will be the District's responsibility.
APPENDIX B: SALARY REDUCTION AGREEMENT

SCHOOL DISTRICT

SALARY REDUCTION AGREEMENT

Dated: ________________

---

**Read this before completing this form:** This salary reduction agreement does not establish a tax deferred annuity with a specific vendor but only authorizes the withholding of funds from your paycheck. For new enrollments, separate 403(b) enrollment applications must be requested from the vendor(s) you have chosen from the list of District-approved vendors (this list is available at the District office). Please return these separate enrollment application(s) to the District office along with this salary reduction agreement form.

Employee: ___________________________ SSN: ___________________________

Address: ___________________________________________________________

City: ___________________________ State: __________________ Zip: ____________

Phone Number: ___________________________ Date of Birth: ____________________

---

**I. Employee Deferrals – Section 403(b) Deferral Election.**

*I hereby authorize the School District ("District") to withhold $___________ OR ___________% (whole dollar amount or whole percentage of total pay period compensation) from my compensation per pay period. This Agreement shall be effective as of the first pay date which is not less than ten (10) business days following the date of execution of this Agreement. The District shall remit the withheld funds to the following Vendor(s) that I have selected:*

<table>
<thead>
<tr>
<th>Approved Vendor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>TSA 403(b)</td>
</tr>
<tr>
<td><strong>(Before Tax)</strong></td>
</tr>
<tr>
<td>Amount</td>
</tr>
<tr>
<td>(whole dollar/percentage)</td>
</tr>
<tr>
<td>$________ OR _______%</td>
</tr>
</tbody>
</table>

---

*Employee must establish account with vendor(s).*

---

(If applicable) *I have established an account with the 403(b) vendor(s) indicated above:* ☐ Yes ☐ No

[Employee must establish account with vendor(s).]
II. Employee Deferrals – WDCP Section 457(b) Pre-tax Deferral Election.

I have elected to participate in the Wisconsin Deferred Compensation Plan ("WDCP") sponsored by the Wisconsin Department of Employee Trust Funds. I hereby authorize the School District ("District") to withhold $__________ OR ___________% (whole dollar/percentage amount) from my compensation per pay period.

This Agreement shall be effective as of the first pay date which is not less than ten (10) business days following the date of execution of this Agreement. The District shall remit the withheld funds to the following Vendor(s) that I have selected:

<table>
<thead>
<tr>
<th>Amount (whole dollar/percentage)</th>
<th>Vendor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>$__________ OR ___________%</td>
<td></td>
</tr>
</tbody>
</table>

I have established an account with the 457(b) vendor(s) indicated above: ☐ Yes ☐ No

[Employee must establish account with vendor(s).]

III. Terms/Conditions. This Agreement is legally binding upon me and may be terminated by me only by giving notice of termination in the payroll period preceding the payroll period in which the termination is to be effective.

By the execution of this Agreement, I represent that:

1. I understand and agree that there are limitations on my deferrals under the School District Employees Tax Shelter Annuity Plan and WDCP and that my contributions under this election do not exceed those limits. Further, I confirm that any deferrals in excess of the general limitations are due to my eligibility for either "catch-up" election which allows for a deferral in excess of the $16,500 limit (for 2012, adjusted annually) for the 403(b) plan and $16,500 limit (for 2012, adjusted annually) for the WDCP Section 457(b) Plan.

2. This Agreement shall terminate any prior Salary Reduction Agreement executed between myself and the District under the School District Employees Tax Shelter Annuity Plan and WDCP.

3. I have made an independent determination as to my desire to make these salary deferrals.

4. I have assessed the risk associated with such investment(s) and have determined, with such professional advice as I deemed necessary, that the product offered by the Vendor is suitable to me.

5. The District has no responsibility to evaluate or apprise me, now or in the future, as to the performance, status or otherwise as to the operation or viability of any product offered by the Vendor or alternative investments. The Employer shall not make any representations to the Employee regarding the advisability or appropriateness of the tax consequences of this Salary
Reduction Agreement, participation in the Tax Sheltered Annuity, or the specific vendor selected by the Employee. If such representations are made, the Employee shall disregard such representations and the Employee shall not rely upon such representation.

6. I have made an independent determination as to my deferral level after consideration of the requirements of law and affirm that my contributions are within the limits of the law.

7. I understand that I am responsible for determining that the amount of my deferral contributions elected above in this Salary Reduction Agreement, plus any amount deferred under a SIMPLE plan, a 401(k) plan or other 403(b) plan not sponsored by the District, does not exceed the maximum limit specified under Internal Revenue Code section 402(g) for any given plan year.

8. I have not made more than three (3) other changes in the amount contributed under the Tax Shelter Annuity Plan during the same plan year as the deferral under this Agreement, unless otherwise permitted by the plan document.

By executing this Agreement, I hereby elect, where the general limitations of Code sections 403(b), 415(c) and 457(b) are not satisfied, such alternative limitations as are available and necessary for me to comply with the annual addition limitations, as determined under Code sections 415(c)(4) and 457(e).

Dated this ___________ day of ______________________, 20____.

____________________________Signature of Employee

FOR BUSINESS OFFICE USE:

This deduction will begin
on:____________________________

Business Office
Initials:________________________

Fully executed Copy returned to employee
on:_________________________
APPENDIX C: GRIEVANCE INITIATION INSTRUCTIONS
ALMA CENTER – HUMBIRD – MERRILLAN SCHOOL DISTRICT

Complete the original and two copies. Please print or type. Give the original to your immediate supervisor. Keep one copy for your records.

<table>
<thead>
<tr>
<th>EMPLOYEE GROUP</th>
<th>HOME ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMPLOYEE'S NAME</td>
<td>HOME ADDRESS</td>
</tr>
<tr>
<td>SCHOOL</td>
<td></td>
</tr>
<tr>
<td>JOB TITLE</td>
<td></td>
</tr>
</tbody>
</table>

1. What is the action or situation about which you have a grievance? (Be specific as to names and locations.)

2. On what date did the above action or situation occur?

3. What provision of the Employee Handbook has been violated?

4. What do you think should be done about it, i.e., what is the remedy that you seek?

5. When was this grievance discussed with your immediate supervisor?
Name & Title of your immediate supervisor

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
</tr>
</thead>
</table>

6. What other person do you want notified regarding this grievance?

<table>
<thead>
<tr>
<th>NAME</th>
<th>MAILING ADDRESS</th>
</tr>
</thead>
</table>

That person's role in this grievance:

<table>
<thead>
<tr>
<th>EMPLOYEE'S SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
</table>
APPENDIX D: GRIEVANCE APPEAL INSTRUCTIONS
ALMA CENTER – HUMBIRD – MERRILLAN SCHOOL DISTRICT

Complete the original and two copies of this form. Send the original to the next higher authority to hear the grievance. Retain one copy for your records. An appeal must be filed within the time limits provided or it will be dismissed with prejudice.

<table>
<thead>
<tr>
<th>EMPLOYEE’S NAME</th>
<th>TITLE</th>
<th>DATE OF GRIEVANCE INITIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>SHIFT</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. I wish to appeal the grievance disposition signed by:

Name       Title       Date

2. Nature of Grievance:

3. What provision of the Employee Handbook has been violated?

4. Reason for Appeal:

<table>
<thead>
<tr>
<th>EMPLOYEE’S SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Alma Center – Humbird – Merrillan Employee Handbook
Appendix E: Non-Instructional Staff Letter of Appointment

[Insert Date]

TO: [Insert Employee Name]
FROM: Superintendent of Alma Center – Humbird – Merrillan School District
RE: Anticipated Assignment for the 2017-2018 School Year

Mr./Ms.

You are hereby placed on notice that the District intends to offer you similar work for the 2017-2018 school year. The particulars of your anticipated assignment for the 2017-2018 school year are as follows.

EMPLOYEE NAME:
HIRE DATE:
POSITION:
HOURS PER DAY/WEEK:
HOURLY WAGE:
EMPLOYMENT CONDITIONS:

1. The maximum number of work days for the 2017-2018 school year is ______, and you are required to report on [Insert Date]. The District will provide you with your specific work schedule no less than ten business days prior to the date in which you are required to report.

2. You should construe this letter of intent as neither a guarantee of work nor a limitation on the number of hours per day or hours in a work week the administration may assign to you. The Board reserves the right to assign you additional hours as educational or operational needs require and to reduce or eliminate your position based upon budgetary or operational needs.

3. This assignment may be changed at the School Board’s discretion and does not constitute a binding employment contract. As such, you are an at-will employee.

4. If any portion of this document conflicts with the District’s Employee Handbook, policies, rules or procedures, this document shall be subservient.

Please contact me if you have any questions or concerns or if you do not intend to return to your anticipated position for the 2017-2018 school year.

Sincerely,
Appendix F: Standards of Conduct – Harassment & Bullying Complaint Form

If you believe you have been the victim of bullying or harassment as defined by District policies you must immediately fill out this complaint form completely and turn it into your principal or immediate supervisor, unless the principal is the subject of your complaint in which case you must deliver this form to the District superintendent. The District will process your complaint(s) in accordance with applicable Board policies and the terms of this Handbook.

1) Name:
2) Address:
3) Home phone or number where you can be reached:
4) Position & work site:
5) Name of Immediate Supervisor:
6) Please state date(s) of the event or series of events causing the complaint:

____________________________________________________________________________

7) Please state your complaint including the harm alleged and policy violated:

____________________________________________________________________________

8) Please state specific facts of which you are aware to support your complaint and the names of any witnesses who may be able to corroborate your statements (list all details and attach additional sheets if necessary):

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

9) Please state the remedy sought:

10) If you will be represented in pursuing your complaint, please identify that individual or organization (if known):

Name:________________________________________________________________________
Address:_______________________________________________________________________
Telephone:____________________________________________________________________
FAX:__________________________________________________________________________

Signature: ___________________________ Date Submitted: ____________________________

*Please note that filing this complaint is only the first step in the process. The District will contact you to schedule one, if not several, follow-up meetings as a part of its investigation into your complaint and the allegations contained therein.
Appendix G: Employee Accident/Injury Report
(To be completed by Principal/Supervisor within 24 hours of time of accident/injury)

EMPLOYEE INFORMATION (Please print legibly)

Employee Name (Last, First, Middle initial)

Employee Address
City State Zip

Home Telephone Number
( )

Work Telephone Number
( )

ACCIDENT INFORMATION

Building or Site Where Accident Occurred (include address if not at a district facility)

Date of Accident/Injury Time of Accident/Injury Name of Person Notified

Describe how the Accident/Injury Occurred:

Body Part(s) Injured:
Wrist _____ Hand _____
Leg _____ Knee _____
Head _____ Eye _____
Face _____ Teeth _____
Ankle _____ Foot _____
________ Chest _____
Arm _____ Back _____
Neck _____ Other _____

Please describe any resulting injury:

TREATMENT INFORMATION

Did the Employee See a Doctor or Go to the Hospital?
Yes No Date of First Treatment (if known)

Name of Physician, Clinic or Hospital Name and City/Address

Signature of Principal and/or Supervisor Date

Please FAX or deliver front page to the District Office within 24 hours of the Accident/Injury.
Part 2: Accident/Injury Follow-up and Investigation

Were there any witnesses to this accident?  Yes  No

If Yes, complete the following:

<table>
<thead>
<tr>
<th>Name of Witness(es)</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

Please answer the following questions. Circle "Yes" or "No". Indicate N/A if the questions does not apply.

1. Was injured person properly instructed in safe efficient methods?  Yes  No
2. Did he/she violate any instructions, policies or procedures?  Yes  No
3. Was necessary protective equipment worn? (Goggles, safety belt, hard hat, etc)  Yes  No
4. Did poor housekeeping contribute to the accident?  Yes  No
5. Was accident caused by something which needed repair?  Yes  No
6. Was accident caused by an unsafe act?  Yes  No

What do you consider the cause(s) of this accident?


What steps are being taken to prevent similar accidents?


Lost Time Information
(If applicable)

Time Missed from Work  

<table>
<thead>
<tr>
<th>Hours:</th>
<th>Days:</th>
<th>Date Returned to Work:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Person Making Report:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal/Supervisor Signature</td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Safety Coordinator Review:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Send completed Employee Accident/Injury Report to Fiscal Services Office within 3 work days.*
School District of Alma Center-Humbird-Merrillan

2017-2018 School Calendar

Student Days: 178
Staff Inservice: 9
P/T Conferences: 1
Holidays: 2
Total Teacher Contract Days: 190
Graduation:
  May 25 - 7:00 p.m.
First Day of School: Fri., Sept. 1

Staff Inservice- No School
Aug 28-31, Oct. 16, Nov. 6, Jan 22
Feb. 12, March 12

No School:
Sept.4, Nov. 22-24, Dec. 25-Jan 1
March 30-April 2, May 28

Parent/Teacher Conferences:
Monday, October 16th 4:00-8:00 p.m.
Monday, October 23rd
11:00 a.m.-7:00 p.m.
(No School for students)
Thursday, February 15th -
4:00-8:00 p.m.

End of Quarter
Qtr 1 - November 3 (44 days)
Qtr 2 - January 19 (46 days)
Qtr 3 - March 29 (46 days)
Qtr 4 - June 1 (42 days)

End of Trimester
Trimester 1 - December 1 (60 days)
Trimester 2 - March 8 (61 days)
Trimester 3 - June 1 (57 days)
## Appendix H: 2017-2018 Teacher Salary Schedule

<table>
<thead>
<tr>
<th></th>
<th>BA + 0</th>
<th>BA+6</th>
<th>BA+12</th>
<th>BA+18</th>
<th>BA+24</th>
<th>MA + 0</th>
<th>MA + 6</th>
<th>MA + 12</th>
<th>MA + 18</th>
<th>MA + 24</th>
</tr>
</thead>
<tbody>
<tr>
<td>$35,736</td>
<td>$36,399</td>
<td>$37,129</td>
<td>$37,919</td>
<td>$38,794</td>
<td>$39,743</td>
<td>$40,710</td>
<td>$41,887</td>
<td>$43,086</td>
<td>$44,396</td>
<td></td>
</tr>
<tr>
<td>$36,696</td>
<td>$37,380</td>
<td>$38,127</td>
<td>$38,941</td>
<td>$39,837</td>
<td>$40,814</td>
<td>$41,782</td>
<td>$43,017</td>
<td>$44,249</td>
<td>$45,589</td>
<td></td>
</tr>
<tr>
<td>$37,657</td>
<td>$38,357</td>
<td>$39,130</td>
<td>$39,958</td>
<td>$40,881</td>
<td>$41,866</td>
<td>$42,855</td>
<td>$44,147</td>
<td>$45,412</td>
<td>$46,786</td>
<td></td>
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<tr>
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<td>$39,335</td>
<td>$40,127</td>
<td>$40,977</td>
<td>$41,928</td>
<td>$42,958</td>
<td>$43,926</td>
<td>$45,273</td>
<td>$46,574</td>
<td>$47,985</td>
<td></td>
</tr>
<tr>
<td>$39,579</td>
<td>$40,315</td>
<td>$41,126</td>
<td>$41,998</td>
<td>$42,969</td>
<td>$44,029</td>
<td>$44,994</td>
<td>$46,403</td>
<td>$47,735</td>
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<td></td>
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<tr>
<td>$40,537</td>
<td>$41,292</td>
<td>$42,129</td>
<td>$43,018</td>
<td>$44,013</td>
<td>$45,098</td>
<td>$46,064</td>
<td>$47,532</td>
<td>$48,893</td>
<td>$50,380</td>
<td></td>
</tr>
<tr>
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<td>$42,272</td>
<td>$43,127</td>
<td>$44,040</td>
<td>$45,055</td>
<td>$46,168</td>
<td>$47,137</td>
<td>$48,663</td>
<td>$50,056</td>
<td>$51,576</td>
<td></td>
</tr>
<tr>
<td>$42,459</td>
<td>$43,250</td>
<td>$44,131</td>
<td>$45,058</td>
<td>$46,102</td>
<td>$47,241</td>
<td>$48,209</td>
<td>$49,788</td>
<td>$51,216</td>
<td>$52,773</td>
<td></td>
</tr>
<tr>
<td>$43,416</td>
<td>$44,230</td>
<td>$45,131</td>
<td>$46,076</td>
<td>$47,146</td>
<td>$48,313</td>
<td>$49,278</td>
<td>$50,918</td>
<td>$52,381</td>
<td>$53,967</td>
<td></td>
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<tr>
<td>$44,381</td>
<td>$45,208</td>
<td>$46,130</td>
<td>$47,099</td>
<td>$48,191</td>
<td>$49,381</td>
<td>$50,350</td>
<td>$52,048</td>
<td>$53,543</td>
<td>$55,164</td>
<td></td>
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<tr>
<td>$44,381</td>
<td>$45,208</td>
<td>$47,103</td>
<td>$48,090</td>
<td>$49,206</td>
<td>$50,426</td>
<td>$51,389</td>
<td>$53,148</td>
<td>$54,673</td>
<td>$56,335</td>
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<tr>
<td>$47,184</td>
<td>$48,171</td>
<td>$49,287</td>
<td>$50,507</td>
<td>$51,470</td>
<td>$53,229</td>
<td>$54,754</td>
<td>$56,416</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix I: 2017-2018 Co-Curricular Salary Schedule

<table>
<thead>
<tr>
<th>Grade</th>
<th>Percentage</th>
<th>Role</th>
<th>Sports/Activities</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>9.50%</td>
<td>Head Coaches</td>
<td>Basketball (2)</td>
<td>$3,395.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Athletic Director</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>9%</td>
<td>Head Coaches</td>
<td>Football</td>
<td>$3,216.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Baseball, Softball, Volleyball</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Track</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>7.50%</td>
<td>Head Coach</td>
<td>Cross Country</td>
<td>$2,680.00</td>
</tr>
<tr>
<td>D</td>
<td>6.50%</td>
<td>Assistant Coaches (JV)</td>
<td>Football (2), Basketball (2), Volleyball</td>
<td>$2,323.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Track, Baseball, Softball, FFA Advisor</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>6%</td>
<td>9th Grade Coaches</td>
<td>Basketball (2)</td>
<td>$2,144.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Volleyball</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>5%</td>
<td>Junior High Coaches</td>
<td>Football (2), Volleyball (2), Basketball (4)</td>
<td>$1,787.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Band Director</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>4%</td>
<td>Yearbook</td>
<td>Drama</td>
<td>$1,429.00</td>
</tr>
</tbody>
</table>
H 3% Junior High Drama $1,072.00
   Assistant Drama
   Forensics
   FBLA
   Skills USA
   FCCLA

I 2% Vocal Director $715.00
   Junior High Drama Assistant

Junior High Track

APPENDIX B Continued

Other Duties:
12th Grade Class Advisor $300.00
11th Grade Class Advisor $450.00
10th Grade Class Advisor $150.00
9th Grade Class Advisor $210.00
National Honor Society $300.00
7-8 Student Council $250.00
9-12 Student Council $500.00
Junior High Quiz Bowl $210.00
High School Quiz Bowl $350.00
Elementary Spelling Bee $105.00
Spanish Club $315.00
Art Club $150.00
Medical Procedures $300.00
Elementary Yearbook $250.00
Educator Effectiveness $750.00
PBIS Internal Coach $750.00
PBIS Tier #2 Coach $300.00
Curriculum Hourly $15.00
Summer School Hourly $25.00
Scorekeepers and Clock Control Event $40.00
Ticket Takers, Crowd Control, Track Workers Event $21.00
Appendix J: 2017-2018 Support Staff Wage Schedule

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<th>1-2</th>
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</tbody>
</table>

APPENDIX K: EMPLOYMENT POSTERS

Employee Protections Against Use of Honesty Testing Devices
Employee Rights and Responsibilities
Under the Family and Medical Leave Act

Employee Rights Under the Fair Labor Standards Act

Employee Rights under Wisconsin's Business Closing/Mass Layoff Notification Law

Federal Fair Labor Standards Act

Hazardous Chemicals in the Workplace?
English http://commerce.wi.gov/sb/docs/SB-PubSectSafHazardousPoster6894.pdf

Hours and Times of Day Minors May Work in Wisconsin

Notice to Employees About Applying for Wisconsin Unemployment Benefits
English http://dwd.wisconsin.gov/dwd/publications/ui/ucb7e.pdf
Spanish http://dwd.wisconsin.gov/dwd/publications/ui/ucb7s.pdf
Hmong http://dwd.wisconsin.gov/dwd/publications/ui/ucb7h.pdf

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

Notification Required When Employers Decide to Cease Providing a Health Care Benefit Plan

Occupational Injuries and Illnesses Summary

OSHA Job Safety and Health

Public Employee Safety and Health
English http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf
Retaliation Protection for Health Care Workers  

U.S. DEPARTMENT OF LABOR WORKPLACE POSTER REQUIREMENTS FOR SMALL BUSINESSES AND OTHER EMPLOYERS  

Your Rights Under USERRA: The Uniformed Services Employment and Reemployment Act  
(complete information from Dept. of Labor)  

Your Rights Under USERRA  
The Uniformed Services Employment and Reemployment Rights Act  

Wisconsin Fair Employment Law  

Wisconsin Family and Medical Leave Act  

Wisconsin Minimum Wage Rates  
SCHOOL DISTRICT
NOTICE OF PRIVACY PRACTICES
REQUIRED NOTIFICATION

THIS NOTICE IS BEING SENT TO YOU AS REQUIRED BY FEDERAL REGULATION. IT DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

THE DISTRICT’S LEGAL DUTIES

The District is required by law to safeguard the privacy of your protected health information. The District is also required to give you this Notice about our legal duties and privacy practices relating to protected health information. Protected health information is any individually identifiable health information relating to your past, present or future physical or mental health or condition; the provision of health care services to you; or the payment of past, present, or future health services to you, whether that information is written, electronic, oral, or recorded in another medium. The information may be created or received by entities such as health care providers, health plans, or employers.

The District is required to abide by the terms of this Notice currently in effect. The District reserves the right to change our privacy practices and the terms of this Notice for all protected health information the District maintains even if the information was created or received before issuing the revised Notice. If a material revision is made, the District will distribute a copy of the revised Notice.

This Notice takes effect on July 1, 2012, and remains in effect until the District replaces it. You may request a copy of this Notice at any time or you may view it on the District’s website at www.lincolnhornets.org. For more information about our privacy practices, or for additional copies of this Notice, please contact the individual designated at the end of this Notice.

USES AND DISCLOSURES

The District may use and disclose your health information for the following purposes:

Treatment: The District may use and disclose your protected health information to provide, coordinate, or manage your health care and any related services with a physician or other health care provider. For example, the District may disclose to a treating neurologist the name of your treating general physician so that the neurologist may request medical records from the treating general physician.
Payment: The District may use and disclose your protected health information to determine and to fulfill coverage responsibilities and to provide benefits under the District’s health plan. The District may also use and disclose your protected health information to obtain or provide reimbursement for benefits provided. For example, a third-party administrator may send you a detailed bill or explanation of benefits form, which may include information that identifies you, your diagnosis, and the procedures that you received.

Healthcare Operations: The District may use and disclose your protected health information for certain administrative, financial, legal, and quality improvement activities necessary to run our business and to support the core functions of treatment and payment. For example, such activities could include, but are not limited to, underwriting and other activities relating to the creation, renewal, or replacement of a contract for health benefits. Such activities also include sharing your protected health information with third party “business associates” that perform various activities for us.

Family and Representatives: The District must disclose your protected health information to you, as described in the Individual Rights section of this Notice. The District may disclose your health information to a family member, friend or other personal representative formally designated by you or by law to the extent necessary for the proper provision or payment of healthcare.

Persons Involved in Your Care: The District may use or disclose protected health information to notify, or assist in the notification of (including identifying or locating) a family member, a personal representative of the individual, or another person responsible for the care of the individual of the individual’s location, general condition, or death. If you are present, you will have the opportunity to object to such use or disclosure of your protected health information. If you are not present, or the opportunity to agree or object cannot be provided due to incapacity or emergency, the District, in the exercise of professional judgment, may determine whether the disclosure is in your best interest. The District may use professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to act on your behalf to receive protected health information.

Business Associates: The District may disclose protected health information to business associates that perform services on behalf of the District. To protect the privacy of your health information, the District will contractually require business associates to maintain appropriate safeguards to protect your protected health information.

Abuse or Neglect: The District may disclose protected health information about an individual whom we reasonably believe to be a victim of abuse, neglect, or domestic violence to a government authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect, or domestic violence.
Health Oversight Activities: With certain exceptions, the District may disclose your protected health information to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight of specified programs.

Public Health Activities and Related Purposes: The District may disclose your protected health information to public health authorities authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions. In addition, the District may disclose protected health information to a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect. The District may also disclose your protected health information to a person subject to the jurisdiction of the Food and Drug Administration (FDA) with respect to an FDA-regulated product or activity for which that person has certain responsibilities.

Required by Law: The District may use or disclose protected health information to the extent that federal, state or local law requires such use or disclosure and the use or disclosure complies with, and is limited to, the relevant requirements of such law.

Judicial and Administrative Proceedings: The District may disclose protected health information in the course of any judicial or administrative proceeding: 1) in response to an order of a court or administrative tribunal, or 2) in response to a subpoena, discovery request, or other lawful process.

Law Enforcement Purposes: The District may disclose your protected health information to assist law enforcement officials in the performance of their law enforcement duties and as required or permitted by law.

Workers’ Compensation: The District may disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers’ compensation or other similar programs that provide benefits for work-related injuries or illness without regard to fault.

Health and Safety: The District may, consistent with applicable law and standards of ethical conduct, use or disclose protected health information, if we, in good faith, believe the use or disclosure will avert a serious threat to health or safety of a person or the public.

Plan Sponsor: The District may disclose your protected health information to district officials as needed to fulfill our administrative responsibilities relating to the district’s Health Care Plan.

National Security: The District may use and disclose the protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission, if the
appropriate military authority has published by notice the appropriate information. The District may also disclose, to authorized federal officials, health information required for lawful intelligence, counterintelligence, and other national security activities. The District may disclose to a correctional institution or law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual upon a showing of necessity.
INDIVIDUAL RIGHTS

**Access:** You have a right to inspect and obtain a copy of protected health information about you, with exceptions, for so long as the District maintains the information. Requests for access must be made in writing and sent to the contact person at the end of this Notice. Requests for copies must be made in writing and sent to the contact person listed at the end of this Notice. You may request the information in a format other than hard copies and the District will comply with your request if practicable. You will be charged a reasonable cost-based fee for expenses such as copies, labor, postage, and preparation fees for a summary of the health information if you request one. The District may deny requests in certain cases. You have a right to request a review of certain denials of access.

**Restriction:** You have the right to request additional restrictions on the use and disclosure of your protected health information. Any such request must be made in writing and must state the specific restriction requested and to whom that restriction would apply. The District is not required to agree, but if it does, the District will not use or disclose, except in certain emergencies, protected health information in violation of the restriction.

**Confidential Communications:** You have the right to request that the District communicate with you regarding your protected health information by alternative means or at alternative locations. Your request must be in writing and must specify an alternative address or other method of contact. The District will accommodate reasonable written requests if you clearly state that the disclosure of all or part of your protected health information could endanger you.

**Amendment:** You have the right to request that the District amend your protected health information, if that information is in error. Your request must be in writing and state the reason for your request. If your request is denied, you have a right to submit a written statement disagreeing with the denial. The District has the right to issue a rebuttal to your statement, in which case, a copy will be provided to you.

**Accounting:** You have a right to receive an accounting of disclosures of your protected health information made by the District or our business associates for purposes other than treatment, payment or health care operations and certain other activities. The District will provide the first accounting to you in any 12-month period without charge. If you request an accounting more than once in a 12-month period, the District may charge you a reasonable cost-based fee. If the District will charge a fee, it will notify you in advance and provide you an opportunity to withdraw or modify your request for a subsequent accounting in order to avoid or reduce the fee.

**Authorization:** The Plan will obtain your written authorization for uses or disclosures that are not identified by this Notice. Subject to certain limitations, you may revoke any authorization in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.
Electronic Notice: If you receive this Notice electronically, you may still obtain a paper copy upon request to the contact person listed at the end of this Notice.

COMPLAINTS

You have the right to file a complaint if you believe your privacy rights have been violated. You may file a complaint by writing to the District’s Privacy Officer (see Contact Information, below). You may also file a complaint with the Department of Health and Human Services. You will not be retaliated against for filing a complaint.

CONTACT INFORMATION

For further information about the District’s privacy policies, please contact:

Superintendent
124 School St.
Alma Center, WI 54611
715-964-8271

If you have concern or complaints regarding the District’s privacy policies, please contact:

Superintendent
124 School St.
Alma Center, WI 54611
715-964-8271
Additional Resources

PART I:
Section 1


Section 2: Employment of Minors

CHILD LABOR ................................................................. 103.245, 103.67

Section 2: Immigration Law Compliance

IMMIGRATION LAW ..................................................... NOTES Spring/07, 6/87

Section 2: Discrimination and Harassment

Resources on Discrimination
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Supplementary Materials:
Access to Physically Disabled ............................................. 101.13; COMMENT 2/05, 9/92
Accommodating Beliefs ........................................................ 115.28(31); COMMENT 12/91, 4/91, 11/81, 4/80, 6/71
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Against Handicapped Teachers ............................................. 118.195
Against Labor Organization .................................................. 111.70(3)(a)3; COMMENT 7/83
Age Discrimination ............................................................... 111.321, 111.33; COMMENT 7/04, 6/98, 12/95
Americans with Disabilities Act ........................................... NOTES Summer/08, Spring/04,
Fall/00, Summer/99, Spring/99, Winter/97, 3/96, 11/92; COMMENT 12/09, 2/07, 2/05, 8/02,
2/02, 6/00, 8/99, 8/98, 7/97, 9/92, 6/87, 5/87
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10/85
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COMMENT 11/07, 2/02, 7/89, 6/82, 9/71, 8/71  
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GENETIC TESTING PROHIBITED ........................................ 111.372  
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COMMENT 10/93  
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COMMENT 3/82  
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WFMLA  
Employers with at least fifty employees must post, in one or more conspicuous places where notices to employees are customarily posted, a statutory notice detailing employee rights under the WFMLA. Wis. Stat. § 103.10(14)(a). See http://www.dwd.state.wi.us/er/family_and_medical_leave/default.htm.  
Although employees usually have 30 days from the denial of a leave request to file a complaint with the Wisconsin Department of Workforce Development, failure to post the required notice will result in the 30-day time limit being waived unless the employer can prove the employee knew of his or her rights under the law and of the 30-day time limit.
Any employer, including local governments, employing 25 or more individuals shall post, in one or more conspicuous places where notices to employees are customarily posted, a notice describing the employer’s policy with respect to family and medical leaves. WIS. STAT. § 103.10(14)(b).

The Wisconsin Court of Appeals ruled in In-Sink-Erator v. DILHR that the posting of the Wisconsin FMLA poster in a glass enclosed bulletin board near the personnel office did not meet the posting requirement because most employees did not spend time in that area. 200 Wis. 2d 770, 547 N.W. 2d 792 (Ct. App. 1996).

Please be aware of the following:

118.20 Teacher discrimination prohibited.

(1) No discrimination because of sex, except where sex is a bona fide occupational qualification as defined in s. 111.36 (2), race, nationality or political or religious affiliation may be practiced in the employment of teachers or administrative personnel in public schools or in their assignment or reassignment. No questions of any nature or form relative to sex, except where sex is a bona fide occupational qualification as defined in s. 111.36 (2), race, nationality or political or religious affiliation may be asked applicants for teaching or administrative positions in the public schools either by public school officials or employees or by teachers agencies or placement bureaus.

(2) The state Superintendent or a person designated by the state Superintendent may receive and investigate complaints charging discrimination in employment, assignment or reassignment of teachers or administrative personnel in the public schools and the state Superintendent or designee may hold hearings, subpoena witnesses and take testimony to effectuate the purposes of this section.

(3) If the state Superintendent finds probable cause to believe that any discrimination prohibited by this section has been or is being practiced, the state Superintendent shall immediately endeavor to eliminate the practice by conference, conciliation or persuasion. In case of failure to eliminate the discrimination, the state Superintendent shall issue and serve a written notice of hearing, specifying the nature of the discrimination which appears to have been committed, and requiring the public school official, employee, teacher agency or placement bureau named, hereinafter called the "respondent" to answer the complaint at a hearing before the state Superintendent. The notice shall specify a time of hearing not less than 10 days after service of the complaint, and a place of hearing within the county in which the discrimination is alleged to have occurred.

(4) After hearing, if the state Superintendent finds that the respondent has engaged in discrimination prohibited by this section the state Superintendent shall make written findings and recommend such action by the respondent as shall satisfy the purposes of this section and shall serve a certified copy of the findings and recommendations on the respondent together with an order requiring the respondent to comply with the recommendations. Any person aggrieved by noncompliance with the order shall be entitled to have the order enforced specifically by suit in equity. If the state Superintendent finds that the respondent has not engaged in the alleged discrimination, the state Superintendent shall serve a certified copy of the state Superintendent's findings on the complainant together with an order dismissing the complaint.
(5) If any public school official, employee, teachers agency or placement bureau violates sub. (1) or fails or refuses to obey any lawful order made by the state Superintendent pursuant to this section, such person shall forfeit and pay into the state treasury not less than $25 nor more than $50, or be imprisoned not less than 5 nor more than 30 days. Such violation or failure or refusal to obey an order shall be grounds for the removal of any school Superintendent, member of a school board or other public school official. Findings and orders of the state Superintendent under this section shall be subject to judicial review under ch. 227.

(6) Upon request of the state Superintendent, the attorney general or district attorney of the county in which any investigation, hearing or trial under this section is pending, shall aid and prosecute under supervision of the state Superintendent, all necessary actions or proceedings for the enforcement of this section and for the punishment of all violations thereof.

(7) In administering this section the state Superintendent shall have authority to make, amend and rescind rules necessary to carry out the purposes of this section.

Section 3: District Expectations

COMMENT 5/07, 12/98, 3/95, 4/89, 6/84, 9/74 NOTES Summer/10, Fall/05, Fall/04, 3/90, 12/87; COMMENT 1/09, 5/07, 1/07, 8/06, 3/02, 12/97, 5/92, 6/91, 6/79, 2/78, 9/73, 1/69

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Superintendent's Duty ........................................... 118.24(2)(f)
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Section 3: Gifts and Sale of Goods and Services

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Section 3: Investigations

As detailed below from the WASB Legal Comment, An Employee’s Duty to Cooperate in Internal Investigations, from June 2008, the Garrity warning requires the employer to advise the employee as follows:

1. You are entitled to the rights guaranteed by the U.S. Constitution, including the right not to be compelled to incriminate yourself;
2. If you refuse to answer questions relating to the performance of your official duties, you will be subject to discipline, which may include your dismissal; and
3. If you do answer, neither your statements nor any information obtained as a result of your statements can be used against you in any subsequent criminal proceeding, although your statements may be used against you for discipline purposes. Marvin F. Hill Jr. & James A. Wright, Employee Refusals to Cooperate in Internal Investigations: “Into the Woods” with Employers, Courts and Labor Arbitrators, 58 Missouri L.R. 869, 903 (1991).
Section 3: Licensure/Certification

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Section 5 – Grievance procedure

Text from Budget Adjustment Repair Bill/2011 Wisconsin Act 10
1. A grievance procedure that addresses employee terminations.
2. Employee discipline.
3. Workplace safety.
(d) If a local governmental unit creates a grievance procedure under this subsection, the procedure shall contain at least all of the following elements:
1. A written document specifying the process that a grievant and an employer must follow.
2. A hearing before an impartial hearing officer.
3. An appeal process in which the highest level of appeal is the governing body of the local governmental unit.
(e) If an employee of a local governmental unit is covered by a civil service system on the effective date of this subsection .... [LRB inserts date], and if that system contains provisions that address the provisions specified in par. (c), the provisions that apply to the employee under his or her existing civil service system continue to apply to that employee."

Section 8 – Worker’s Compensation

Three-Day Waiting Period For Temporary Disability
To eliminate minor claims for temporary disability, the law requires a three-day waiting period for all disabilities lasting seven days or less. (Sundays are not included in the three days unless the employee usually works on Sundays.) Temporary disability benefits are never paid for the day of injury.

No Waiting Period Required If Out Over Seven Days
If, because of the injury, the employee is unable to work at any time after the 7th day of injury, compensation is paid for the entire period including the three-day waiting period. Payment for the lost time will include all days of disability up to that date, but not including the date of injury. If an injury causes both temporary and permanent disability, there is no waiting period and temporary benefits start from the first day. For example, amputations causing a day or two loss of work payments are required for temporary disability and the PPD disability caused by the amputation.

EXTRACURRICULAR ACTIVITIES

Accident Insurance ................................................................. 120.13(2)(a)
Admission to Events ............................................................... COMMENT 12/06
Booster Clubs [see BOOSTER CLUBS]
Coaches [see TEACHER]
Codes ................................................................................... NOTES Summer/01; COMMENT 7/09, 1/84
Discrimination [see DISCRIMINATION]
Drug Testing ........................................................................ 8/95
Eligibility ............................................................................... NOTES 3/89; COMMENT 8/02, 1/84
Emergency Nursing Services ..............................................
Equity .................................................................................... COMMENT 2/08, 5/84
Gate Receipts [see BUDGET AND FISCAL MATTERS]
Interscholastic Benefits Plan .............................................. 616.06
Liability [see LIABILITY]
Milwaukee Sales and Charges ............................................ 119.18(14)
Participation .......................................................................... 120.12(23)
Planning and Participation ..................................................
Physical Activity ....................................................................
Prayer .................................................................................... COMMENT 8/00
Pupil Rights ........................................................................... NOTES Summer/01; COMMENT 11/72
Recreation Authority ............................................................. 66.0123, 120.10(11)
Safety at Sporting Events ................................................... 167.32
Soccer Goals [see SAFETY]
Special Activities .................................................................. 120.13(19)
Spectator Control ..................................................................
Staffing ................................................................................
State Tournament Attendance ...........................................
Transportation [see TRANSPORTATION]
Treasurer May Receive Money ............................................. 120.16(2)
Video Streaming .................................................................... NOTES Winter/07
Voluntary Care Liability Exemption ............................................... 895.48(1m)
Weight Training ...........................................................................
Wisconsin Interscholastic Athletic Association (WIAA) ............ NOTES Winter/07, Summer/01;
COMMENT 2/08, 6/86, 1/84, 1/65
EYE EXAMINATIONS ................................................................. 118.135
EYE PROTECTION ....................................................................... 255.30
FACILITIES’ USE BY COMMUNITY [see BUILDINGS]
FACSIMILE FIREARMS ............................................................... 941.2965
FACSIMILE SIGNATURE

Part II & Part V:
Coaches .................................................................................. COMMENT 3/11, 1/88, 2/80,
10/73
Contracts .................................................................................. 118.21, 118.22, 120.17(7);
COMMENT 8/09, 12/08, 8/94, 7/92, 5/91, 12/87, 8/86, 8/81, 2/80, 2/78, 10/76, 7/76, 10/73, 10/72
Lunch Period ............................................................................... 118.235
Teacher Evaluation ..................................................................... 111.70(4)(o); COMMENT 3/10
EVALUATION
Certified Staff ........................................................................... 111.70(4)(o)118.225,
118.30(2)(c)COMMENT 3/10, 11/07, 8/94
Superintendent .......................................................................... 
Extracurricular Staff.................................................................
Legal Services .......................................................................... 
School Board............................................................................
Standard .................................................................................. 121.02(1)(q)
Support Staff ...........................................................................

Additional Sources: