



EMPLOYEE HANDBOOK

For Approval: June 13, 2022

EMPLOYEE ACKNOWLEDGMENT

(To be signed and returned to the Human Resources Office for the School District of the Menomonie Area.)

I hereby acknowledge that it is my responsibility to access the *School District of the Menomonie Area 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. Additional regulations, policies and laws are in the District's Policy Manual and in the District's Handbook for various employee groups or buildings. 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.sdmaonline.com. The link for the Employee Handbook shall be located under "Staff", "Staff Information, then "Employee Handbook". Board Policies Manual and Administrative Regulations can be found under the link "District Information", "Board of Education" then "Board Policies." The information in this *Handbook* is subject to change.

I understand that changes in District policies may supersede modify or eliminate the information summarized in this *Handbook*. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. I understand that this *Handbook* does not constitute an employment contract or alter my status as an at-will employee unless specifically addressed for those employees covered by Part II, Part III, or Part IV. 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 the human resources department at 715-232-1642 or extension 11062 of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

Employee Name (printed)

Employee Signature

Date

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DISTRICT'S MISSION AND CORE VALUES STATEMENT

Mission Statement

The School District of the Menomonie Area's mission statement is "The School District of the Menomonie Area, by embracing the unique needs and using the strengths of our diverse community, is dedicated to preparing ALL students to become lifelong learners, caring individuals, and responsible citizens." This mission statement directs all of our district programs and activities.

District's Core Values

We value integrity ... Therefore we will be honest, be courageous, be responsible, and be accountable. We value respect ... Therefore we will honor others and self, protect, listen, and appreciate. We value community ... Therefore we will care, serve, unite, be loyal, and celebrate. We value excellence ... Therefore we will nurture growth, be our best, and expect the best. We value trust ... Therefore we will share, be reliable, be consistent, and follow through.

DISTRICT'S ORGANIZATIONAL CHART

See Board Policy 251-Exhibit (2) [Administrative Organization](#)

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, and can be obtained in the District Office or on the district's website.

DISTRICT EMERGENCY PROCEDURES

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

Calls will be placed to employee home phone numbers beginning at 6:00 a.m. or as soon as practicable, using the District's/building emergency notification 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 local media if you do not receive a phone call or an email. Employees are encouraged to monitor local television and radio stations in addition to school district email.

SECURITY

In the event of a medical or other emergency that needs immediate action from emergency personnel, call 9-1-1 and then inform your immediate supervisor as soon as practical.

In case of a building emergency, please contact your building supervisor.

In case of other emergencies call your immediate supervisor:

Joe Zydowsky	District Administrator	715-232-1642 Ext. 11111
Leah Theder	Director of Business Services	715-232-1642 Ext. 11154
Tonia Kowieski	Director of Student Services	715-232-1642 Ext. 10130
Samantha Hoyt	Director of Human Resources	715-232-1642 Ext. 11062
Brian Seguin	Director of Curriculum and Instruction	715-232-1642 Ext. 10125
Kevin Tomaszewski	Buildings and Grounds Supervisor	715-232-1642 Ext. 11063
Michelle Kloser	Food Service Director	715-232-1642 Ext. 11064
Katherine Krueger	Director of Technology	715-232-1642 Ext. 10124
John Samb	Director of Academic Support & MHS Assistant Principal	715-232-2606 Ext. 41015

Menomonie High School:

Casey Drake	Principal	715-232-2606 Ext. 41005
Susan Mommsen	Assistant Principal	715-232-2606 Ext. 41003
Perry Myren	Activities Director/Assistant Principal	715-232-2606 Ext. 41004
Kale Proksch	Director of Community Education & Recreational Services	715-232-2606 Ext. 42138

Menomonie Middle School:

Bart Boettcher	Principal	715-232-1673 Ext. 30104
Mark Anderson	Assistant Principal	715-232-1673 Ext. 30102

Elementary Buildings:

Downsville	Keila Drout	Principal	715-664-8546 Ext 80005
Knapp	Kristin Humphrey	Principal	715-665-2131 Ext 20112
Oaklawn	Lori Smith	Principal	715-232-3798 Ext 50201
River Heights	Michael Kennedy	Principal	715-232-3987 Ext. 61022
Wakanda	Shannon Branch	Principal	715-232-3898 Ext. 70102

For all emergency situations, the district's crisis handbook should also be referenced. Crisis handbooks are located in each building in the administrator's office.

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 School District of the Menomonie Area (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, the individual contract 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 School District Website, sdmaonline.com/ The link for the Employee Handbook shall be located under "Staff", "Staff Information, then "Employee Handbook". 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 School District of the Menomonie Area School Board.

1.02 Definitions

- A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract pursuant to § 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.
- 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 at least 30 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 30 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. Seasonal employees performing non-exempt duties shall be paid in accordance with the hourly wage schedule defined in this handbook:
- F. Substitute Employees: Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence.
- G. Supervisor: The District will identify the individual employee's supervisor by position on the employee's job description.
- H. Teacher: Teachers are defined as persons hired under a contract pursuant to s. 118.22, Wis. Stats.
- I. Temporary: Temporary Employees are defined as persons hired for a specific project for a specific length of time. This definition includes summer school and seasonal employees as defined in paragraph "E". A temporary employee has no expectation of continued employment, accrual or access to district benefits.
- J. Termination: Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and 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, voluntary resignation or nonrenewal of contract pursuant to § 118.22, Wis. Stats, or § 118.24, Wis. Stats. separation from employment as a result of a reduction in force, or a non-reappointment of an extracurricular assignment.
- K. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:
1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
 2. The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).
 3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf on another).
 4. The individual(s) filing the grievance must propose a specific remedy.
 5. The issue and proposed remedy must be under the reasonable control of the district.

1.03 General Personnel Policies

This *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

Anyone under eighteen (18) years of age will be required to provide 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.

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

See Board Policy 511 – [Equal Opportunity Employment](#)

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.

See School Board Policy 511-Rule – [Employee Discrimination Complaint Procedures](#)

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 (those employees who are subject to overtime provisions), issues concerning overtime, compensatory time off and minimum wage are found in handbook. Notification of rights under the FLSA is set forth in the employee handbook.

2.05 Family and Medical Leave Act

- A. Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Handbook* as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a) (1).
- B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).
- C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at www.dol.gov/whd/forms/WH-381.pdf.
- D. Designation Notice. The District shall "inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at 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. For more information go to: [I-9 Employment Eligibility Verification](#)

2.07 Employee Harassment Based on a Legally Protected Status

- 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.
- B. Unlawful Employee Harassment: The District shall not tolerate unlawful harassment in employment based on any personal characteristic described above in section 2.02. Unlawful employment harassment 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 unlawfully harassing District employees in the workplace. Unlawful employment 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. Unlawful 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 protected class 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 personal characteristics 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.

In determining whether harassment is sufficiently severe or pervasive to create a hostile work environment, the harasser's conduct should be evaluated from the objective standpoint of a "reasonable person".

C. Employee Responsibility: All employees are responsible for ensuring that unlawful harassment and bullying do not occur. The District intends to comply with both the letter and spirit of the law in making certain that unlawful harassment in employment does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of unlawful employment harassment or has knowledge of violations of this handbook provision or Board Policy 512: [Employee Harassment](#) shall report the matter in accordance with established complaint procedures. All reports regarding unlawful employee harassment shall be taken seriously 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 the board policy. The District shall take appropriate and necessary action to eliminate unlawful employee harassment. Actions that are determined to be unlawful harassment in employment shall be subject to disciplinary action, up to and including dismissal.

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

See Board Policies 511 – [Equal Opportunity Employment](#), 512 – [Employee Harassment](#), 512-Rule – [Employee Harassment Complaint Procedures](#)

2.08 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 bullying and harassment prohibited by Wisconsin Criminal Statutes, e.g. Wis. Stats. 947.013 and 947.0125.
- B. Bullying: 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, putdowns, or excluding others (when inclusion was readily possible) are inappropriate and problematic for a number of reasons.

In determining whether bullying has occurred, the conduct that the targeted employee was subjected to should be evaluated from the objective standpoint of a “reasonable person”.

C. Employee Responsibility: All employees are responsible for ensuring that bullying does not occur. Anyone who believes that he or she has been the subject bullying or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures and Policy 512: [Employee Harassment](#). Complaints under this section will be investigated and responded to using a procedure that the administration finds appropriate in light of the allegations (so the investigation and response can be proportional to the seriousness of the allegations) and may not follow the same procedures as applicable for unlawful employment harassment. All reports regarding 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 in good faith under this policy. The District shall take appropriate and necessary action to eliminate bullying. Actions that are determined to be bullying shall be subject to disciplinary action, up to and including dismissal.

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

See Board Policies 511 – [Equal Opportunity Employment](#), 512 – [Employee Harassment](#), 512-Rule – [Employee Harassment Complaint Procedures](#)

SECTION 3 – GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 District Expectations

The District expects its employees to produce quality work, maintain confidentiality, 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. A completed [accident report](#) form **must** be submitted to the building principal 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*, Part 1, Section 8. Please also note it is expected that the Human Resources Office be contact immediately at 715-232-1642 ext. 11062 (or as soon as practical) in order to begin workmen's compensation paperwork. Except in emergency situations, please be certain this contact is made prior to seeking medical attention.

3.03 Attendance

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may only be taken during times designated by the employee's supervisor/building administrator and as further specified in other parts of this *Handbook*. Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator.

Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Employees are to utilize the Skyward Employee Access (employee access time off) process for reporting absences as well as the Automated Substitute Placement & Management Program (AESOP). Any time spent not working during an employee's scheduled day must be accounted for in employee access time off 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 pre-approval 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 six 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 pre-approved leave. An employee who incurs 5 unexcused absences in any 12-month 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 Child Abuse and Threats of School Violence Reporting

Child Abuse Reporting

- A. Any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B.
- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department or, in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.

In accordance with State law, each District Employee shall receive mandatory reporter training prior to the beginning of his/her assignment and every 5th year of employment after that.

Threats of School Violence Reporting

- A. Any school employee who believes in good faith that there is a serious and imminent threat to the health or safety of any student, any school employee, or the public, based on a threat that has been made by an individual seen in the course of the employee's professional duties regarding violence in or targeted at a school, shall report the threat as required by state law and this handbook provision. In particular:
 - 1. The facts and circumstance contributing to the belief that there is such a serious and imminent threat shall be reported immediately, by telephone or personally, directly to a law enforcement agency.
 - 2. The person making the report to law enforcement shall also immediately inform the building principal of the nature of the threat and circumstances. Such notice to a responsible administrator or supervisor in the District does not have to be given prior to contacting a law enforcement agency.

- B. The administration shall promptly evaluate and process known threats of school-related violence according to the District's school safety plan and under any other established procedures for responding to safety emergencies.
- C. The District shall not take any disciplinary action against a school employee, discriminate against an employee in regard to employment, or threaten an employee with any such treatment for making a report of threatened school violence in good faith under this handbook provision. School employees may be subject to District disciplinary action, as well as penalties under state law, for failure to report such threats.

3.05 Communications

- A. District employees are expected to abide by the following rules when using information technology and communication resources. 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 including confidential information in 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™, and other forms of social media. 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 to 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. Refer to district's acceptable use Policy: Policy 527 – [Acceptable Use by Staff of District Internet/Technology Resources](#) and Policy 527-Rule(1) – [Staff Use Code of Conduct for Technology Resources](#)
- C. 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 discouraged 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. 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.
 5. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
 - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 - b. confidentiality of student records. Policy: Policy 346-Rule – [Guidelines for Maintenance and Confidentiality of Student Records](#)
 - c. confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses.
 - d. 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.
 - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

- D. 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. Policy: Policy 823.2 – [Electronic Storage of Public Records](#)
- E. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- F. 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. Policy: Policy 346-Rule – [Guidelines for Maintenance and 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.
- G. 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. The District shall maintain the final authority as to the content of Employees web pages for school use.
- H. 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.

3.06 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: Policy 346-Rule – [Guidelines for Maintenance and Confidentiality of Student Records](#) . 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.

3.07 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. Policy: Policy 522.4 – [Staff Conflicts of Interest](#)

3.08 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)*.

3.09 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 Director of Instruction.

3.10 Criminal Background Checks

All applying for a position are 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. Knowingly falsifying information shall be sufficient grounds for termination of employment.

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.

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

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

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

- A. crimes involving school property or funds;
- B. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- C. crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- E. a misdemeanor which violates the public trust.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported 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.

1. the nature and gravity of the offense or conduct;
2. the time that has passed since the offense, conduct and or completion of the sentence;
3. the nature of the position to which the employee is assigned; and

4. 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.

3.12 District Property & Vehicles

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, technology, and the key for building entry. District equipment borrowed for short term use must be checked out with the building administration and should be returned the first work day after project completion. Employees who utilize district vehicles are expected to follow procedures provided upon checkout for obtaining/returning keys, tracking mileage, fueling vehicles, keeping vehicles clean, and reporting any damage or malfunctions.

3.13 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 unlawful 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. For the purpose of this provision, being under the influence of alcohol includes having a detectable alcohol concentration of 0.02 or higher. 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. Policies: Policy 522.1 – [Drug Free Workplace](#), and Policy 522.2 – [Prohibition of Tobacco Use](#) **See 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. Policy 522.2 – [Prohibition of Tobacco Use](#), Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
 1. "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)).

1. 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.
 2. 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.
 3. 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. Policy: Policy 522.3, [Staff Suspension/Discipline](#) and Policy 522.3-Rule, [Staff Discipline Guidelines U.S.C. 702\(a0\) \(1\) \(A\)\]](#). Compliance with the District's policies and rules is mandatory and is a condition of employment.
- D. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal contract or qualifying federal grant must notify the District Administrator 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. 8103(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. 8103[This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].
- E. Employee Assistance Program: The employee assistance program (EAP) is a voluntary worksite 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 District Administrator and/or his/her designee. Employee Assistance information may be found at: www.vitalworklife.com

3.14 Employee Identification Badges

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

3.15 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 District Administrator 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 those 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. Policy: Policy 665, [Fraud](#)

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. **See Gifts section of Handbook.**
 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 District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, District Administrator, 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.

Policy: Policy 665, [Fraud](#)

3.18 Gambling

Gambling on District-owned or leased premises is prohibited at all times. Gambling during the workday on or off District property is prohibited.

3.19 Gifts and Sale of Goods and Services

- A. Gifts: An employee or a member of the employee's immediate family (as defined in board policy 522.4, [Staff Conflict of Interest](#)) 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 facilitates the employee's attendance and participation in the activity, and, therefore primarily benefits 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.
- B. 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 District Administrator 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 employee's 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 § 19.59, Wis. Stats. For information on conflicts of interest and for gifts and solicitations.
- C. Sale of Goods and Services: No District employee may receive for his or her personal benefit anything of value from any person other than his or her employing District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of his or her employing District or at an activity of his or her employing District. § 118.12, Wis. Stats.
- D. Reporting of Gifts: Employees are required to report all gifts to programs, athletics or activities whose value is in excess of one thousand dollars (\$1,000) to the District Administrator.

3.20 Honesty

Integrity (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.

3.21 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.

3.22 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 Human Resources Office located at the Administrative Service Center. 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. Administrators, paraeducators or other staff members who are required to be licensed and do not maintain valid licensure may be subject to discipline, up to and including termination.

3.23 Nepotism

- A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.
- B. Definition: For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.
- C. Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the District Administrator be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District. See Board Policy: Policy 522.4 – [Staff Conflicts of Interest](#)

3.24 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 hold a valid driver's or operator's license. 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. Mileage reimbursement amounts are set for in Part I, Section 7.01. It is expected that employees drive a school vehicle when applicable, and all planned mileage reimbursements be pre-approved by administration.

- B. Notice of Traffic Violations: All employees while driving a District vehicle, operating mobile equipment, or receiving 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 Human Resources 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. 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. Employees who authorize non-employees (Including but not limited to parent volunteers or volunteer coaches) to use district vehicles shall follow district process and procedure. This includes obtaining a copy of the valid driver's or operator's license and a copy of current insurance coverage. Employees should contact the business office for additional information. See Wis. STAT. § 121.52(2).
- D. 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.**

All transportation will be done in accordance with Board policy.

- 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 license 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. Upon district request, 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.

3.25 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.

3.26 Personal Appearance/Staff Dress Code

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. With certain exceptions, business casual attire is the minimum recommended standard. 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.

The District will require custodians, maintenance, and food service personnel to wear uniforms. Provisions for payment or assistance for these uniforms is addressed in Part III, Section 6.05. Appropriate safety gear shall also be worn at all times as deemed necessary. Any designated employees (e.g. custodial, maintenance, food service et al), shall not wear open-toed or slip-on shoes during regular work hours.

3.27 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 3.12 and/or section 3.37 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.

3.28 Personnel Files

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

3.29 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. All overnight travel with students must have an itinerary preapproved by the employee's immediate supervisor.

The Board fully supports the right and desire of administrators, teachers, and other school district employees to maintain a proper disciplinary atmosphere in all classrooms and during all school activities and events. The Board further realizes that this is necessary if students and teachers are to realize maximum effectiveness in the cooperative goals of educational excellence. In accordance with [118.31 Wis. Stats.](#), and except as provided in 118.31(3), no employee may subject a pupil enrolled in the school district to corporal punishment.

3.30 Physical Examination

- A. Examination: Upon initial employment and thereafter, a TB screening and/or a skin test is required and a physical examination may be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.
- B. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent with the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of

sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

3.31 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 conversation 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 elections, referendum, delivery of board approved curriculum or legislation where authorized by the school board or District Administrator and where consistent with legal limitations on the use of public funds and school District resources.

3.32 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.

3.33 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 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, see Part 1 Section 3.03 Attendance.

3.34 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.

3.35 Student Code of Conduct and Handbook

The Student Code of Conduct and *Handbook* is available online at <http://www.sdmaonline.com>

Please note: each building may have their own student code of conduct. Please refer to each building's website in order to view the student code of conduct.

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 District Administrator. If the complaint is about a practice or activity of the District Administrator, 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 3.27, subsection B of this *Handbook*.

3.38 Work Made for Hire

“Materials” paid for by the District through the course of regular employment, assigned workload, or additional assignment payment that are identified as services performed by the employee under the employee’s contract or letter of assignment are owned by the District, except as the District may otherwise agree in writing. Such materials are considered to be “works made for hire” which are the sole property of the District (including all intellectual property rights thereto). Occasionally an employee has questions regarding the use of materials to be included in books, shared on websites or included in 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 unless the employee and District have executed a separate agreement regarding ownership, use, and distribution rights. As such, works made for hire should not be disseminated or retransmitted without the express written consent of the District. 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 District Administrator 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.

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 the Part I, section 5 of this *Handbook* and District policy 529, [Employee Grievances](#), 529-Rule, [Grievance Procedure](#) and 529-Exhibit, [Employee Grievance Form](#) 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.

- 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).
- E. Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.
- F. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:
1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
 2. The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).
 3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
 4. The individual(s) filing the grievance must propose a specific remedy.
 5. The issue and proposed remedy must be under the reasonable control of the District.

3.40 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. See Policies :Policy 411.1, [Harassment and/or Bullying of Students](#) and Policy 411.1-Rule – [Harassment and/or Bullying of Students/Staff](#)

- 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 3.39)
 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/her 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.
- An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.
- E. Investigation and Investigation Findings: The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.
- In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence. Normal supervision and evaluation by supervisors shall not be considered harassment and/or bullying.

3.41 Legal Custodian of Records:

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

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

SECTION 5 - GRIEVANCE PROCEDURE

Section 1: Purpose. The purpose of this procedure is to provide an orderly method for resolving grievances under the terms of the Employee Handbook. A determined effort will be made to settle any grievances at the lowest possible level in the grievance procedure.

Section 2: Grievance. A “grievance” is defined as a disagreement over 1) an issue involving workplace safety; 2) the imposition of discipline, or 3) termination. Only one subject may be covered in any one grievance.

Subd. 1: For purposes of this procedure, “workplace safety” includes any practice or condition (not previously grieved and addressed under this procedure) affecting the safety of the grievant, another person, or school property in violation of School Board policies or procedures governing the safety of the workplace or any federal, state, or local laws governing the safety of the workplace.

Subd. 2: For purposes of this procedure, “discipline” requires adverse employment action and does not include action such as verbal notices or reminders; performance evaluations or reviews; verbal warnings (and the written documentation of such); verbal reprimands (and the written documentation of such); documentation of employee acts and/or omissions placed in a personnel file; non-disciplinary wage, salary, or benefit adjustments; written reprimands; oral or written notices of deficiency; improvement plans; paid administrative leave or suspensions from work with pay; voluntary quit; job abandonment through failure to report to work; termination due to lack of qualification or license; layoffs, decreases in work assignment, or any other workforce reduction; job transfer or reassignment; or termination upon conclusion of a temporary position. The purpose of action, such as verbal notices/reminders and written reprimands, is to alert the employee that failure to correct the behavior may or will result in disciplinary action in the future.

Section 3: Representation. At its own expense, a party may be represented during any step of the grievance procedure by a representative of his/her own choosing.

Section 4: Time Limitations and Waiver. Grievances must be submitted and appealed in compliance with all timelines specified in this procedure. The failure to comply with any of the timelines specified in this procedure will constitute a waiver of the grievance. Additionally, the failure of an employee to timely submit or advance a grievance will result in the dismissal of the grievance. Failure of the District to timely respond to the grievance will constitute a denial and automatically advance the grievance to the next step.

Subd. 1: Extensions. Should conditions require, the District may unilaterally waive or extend the timelines specified in this procedure.

Subd. 2: Counting of Days. In computing any period of time designated or allowed by this procedure, the date of the act or event from which the designated period of time begins to run is not included. The last day of the period will be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period runs until the end of the next day that is not a Saturday, a Sunday, or a legal holiday (defined as a day in which the main district administrative office is not open).

Subd. 3: Filing and Postmark. The filing or service of any notice or document will be timely if it is personally served or if it bears a postmark of the United States Postal Service within the time period. The filing or service of any notice or document will also be timely if it is filed or served by electronic mail that is properly addressed and fully transmitted within the time period.

Subd. 4: Receipt of written communications: A grievant is deemed to be in receipt of a written communication from the district regarding a grievance, including a denial of the grievance at any stage of the process, as of the date the communication was either personally delivered to the grievant, sent to the employee’s school district email address, or sent by mail to or left at the employee’s mailing address of record with proof of such delivery.

Section 5: Grievance Process. An aggrieved Employee must process a grievance in the following manner and sequence:

Step 1: The aggrieved employee must discuss the grievance at a meeting with the employee’s immediate supervisor or designee. Such discussions must take place within twenty (20) calendar days after the event giving rise to the grievance or the date the employee first became aware or should have become aware of the factual situation creating the grievance.

Step 2: If the grievance is not resolved within twenty (20) calendar days after the meeting at Step 1 above, the grievant may advance the grievance by reducing it to writing and presenting it to the District's Human Resources Director or designee (the designee shall not be the District Administrator) within ten (10) calendar days after notice of the denial of the meeting held at Step-1 has been delivered. The written grievance must contain the name and job title of the grievant and a clear and concise statement of the grievance, including the issue involved, the relief sought, the time and date the alleged incident or violation took place, the signature of the grievant, and the date the grievance was filed. This written statement must also include documentation of the meeting outlined in Step 1. Documentation shall consist of the following: date, time, attendees, and summary of discussion. The Human Resources Director or a designee may provide a written answer to the employee within ten (10) calendar days after the grievance was presented in writing at Step 2. If the Human Resources Director or a designee does not provide a written answer within ten (10) calendar days, the grievance is automatically deemed to have been denied.

Step 3: If the grievance is not resolved within twenty (20) calendar days after the meeting in Step 2 above, the grievant may advance the grievance by presenting the grievance to the District Administrator. Presentation shall be deemed to have taken place when the grievance is delivered in person by the grievant or their representative to the District Administrative Center. The presentation shall take place within ten (10) calendar days after the receipt of the decision in step 2 has been delivered to the grievant.

Step 4: If the grievance is denied at Step 3, the grievant may appeal the Step 3 decision to an impartial hearing officer (IHO) by submitting the written grievance to the District Administrator or designee within ten (10) calendar days after receipt of the decision at Step 3 or the expiration of the ten-day period for the Human Resources Director or designee to issue a decision, whichever is earlier.

An IHO is defined as a person who is not employed by the School District, does not have a direct interest in the grievance, and is qualified by knowledge, training, or experience to hear the grievance. The Human Resources Director and a committee of employees will develop a list of potential IHOs. The District Administrator or a designee will appoint the IHO and has complete discretion in determining whether an individual is qualified by knowledge, training, or experience to hear the grievance. The District Administrator may appoint an IHO not on the list if those on the list are not available within the prescribed timeline or do not have the expertise specific to a unique issue of grievance. The District will pay for the services of the IHO. The District Administrator will also schedule the hearing on the grievance. After hearing the grievance, the IHO will make written findings, conclusions, and a recommendation to the Board. Within ten (10) calendar days after receiving the IHO's findings, conclusions, and recommendation, the aggrieved employee must give the District written notice of acceptance or rejection of the IHO's findings, conclusions, and recommendation. If the employee accepts the findings, conclusions, and recommendation, or if the employee does not provide timely notice of rejection, the employee will be deemed to have acquiesced to the findings, conclusions, and recommendation of the IHO, in which case the employee may not pursue the grievance further in any forum.

Step 5: Either the District or the employee may reject the IHO's findings, conclusions, and recommendation by giving the other party written notice of appeal within ten (10) calendar days after receiving the IHO's findings, conclusions, and recommendation. Such notice may be provided by personal delivery, U.S. Mail, facsimile, or electronic mail. If timely notice of appeal is provided, the District Administrator will schedule a meeting with the Board. If timely notice of appeal has been provided, or if the District

waives the ten-day timeline, the Board will consider the appropriateness of the IHO's findings, conclusions, and recommendation at a duly noticed meeting. In its discretion, the Board may review any record from the hearing(s) before the IHO, including but not limited to the exhibits received by the IHO. In addition, as it sees fit, the Board may conduct its review based entirely on the paper record created before the IHO and without receiving any new testimony or other evidence. Alternatively, in its discretion, the Board may conduct a limited or full evidentiary hearing in order to receive additional evidence and arguments from the parties. Upon completing its review, the Board will issue a written decision accepting, rejecting, or modifying the IHO's findings, conclusions, and recommendation. The Board is the final arbiter on all grievances. Accordingly, the Board's decision on any grievance is final and is not subject to appeal.

5.01 Grievant's Right to Representation

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

5.02 Consolidation of Grievances

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

5.03 Group Grievances

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

- A. More than one work site;
- B. More than one supervisor; or
- C. An administrator other than the immediate supervisor

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

SECTION 6 - PAY PERIODS

6.01 Payroll

The payroll shall be bi-weekly. Payday shall be on Thursday of the payroll week. If payday falls on a federal reserve holiday, then payday shall be the day prior to the holiday. The first pay date of the school year for school year employees shall be the first regular payroll for the month of September.

- A. Day: A day shall run from 12:00 a.m. to 11:59 pm
- B. Week: A week shall run from 12:00 a.m. Sunday until 11:59 p.m. the following Saturday.

6.02 Payroll Schedules

- A. Exempt School Year Employees (i.e. Teachers): Employees covered under this provision shall have their wages annualized based upon the number of annual days and hours worked, current wage/salary rate. Exempt employees (i.e. teachers) must elect no later than June 15 prior to the next fiscal year whether they wish to be placed on the twenty-six (26) or twenty-seven (27) payroll schedule or placed on the twenty-one (21) or twenty-two (22) payroll schedule using the election form in Appendix Part I – 6.02. Employees who do not make this election by June 15th will be placed on the twenty-one (21) or twenty-two (22) payroll schedule. Elections are effective for the entire school year. Employees hired after June 15 but prior to first teacher day of the

school year must make their election no later than August 29. Employees hired after the first teacher day of the school year will be placed on the twenty-one (21) or twenty-two (22) payroll schedule.

- B. Non-exempt school-year employees (i.e. hourly staff) shall be paid on a ten (10) month basis and shall be placed on a twenty-one (21) or twenty two (22) payroll cycles (as dictated by work calendars).
- C. Calendar Year Employees: All employees scheduled to work the calendar year (year round employees) will be placed on the twenty-six (26) (or twenty-seven (27) as dictated by the calendar) payroll cycle.

6.03 Calculation and Deduction for Benefits

Employees receiving pay on the twenty-six (26) or twenty-seven (27) payroll schedule shall have benefits calculated and deducted from payroll on twenty-four (24) payrolls. Employees receiving pay on the twenty-one (21) or twenty-two (22) payroll schedule shall have benefits calculated and deducted on nineteen (19) payrolls.

6.04 Direct Deposit Payment Method

All employees shall participate in a direct payroll deposit plan. There will be no notice of deposit provided by the district other than the employee's information contained in the employee access portion of Skyward. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing.

SECTION 7 - MILEAGE 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. Forms to be used to report mileage shall be available in the Administrative Service Center and each school building's office.

7.02 Expenses

Employees required, or approved, by the District to attend conferences, seminars, and in-service training sessions shall receive reimbursement for travel, meals, lodging, and registration in accordance with district policy. See [Policy 671.1 Expense Reimbursements](#) and [671.1 Exhibit \(1\)](#).

7.03 Reimbursement for Special Licensure Requested by the District

A. Employees working in a position where special state licensure or certification is requested by the District (i.e. special education paraeducators, chemical application, speech therapy certification of clinical competence, etc.) may be eligible for reimbursement of costs associated with obtaining licensure. Paraeducators may be reimbursed for special education licensure upon the successful completion of the school year.

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 human resources 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 employee shall fill out an accident report form. This form can be accessed at: [Employee Accident Report](#)

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) 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 sick leave for each day while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive day of 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.

Reference: Policy 532.2 – [Staff Fringe Benefits](#)

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 and/or recreational/personal use of facilities.
- C. Injuries sustained while an employee does an activity of a strictly private or personal nature.

SECTION 9 - PAID LEAVE

9.01 Paid Leave Earned

- A. Each employee shall be credited with fifteen (15) days of paid leave per year. Paid leave for employees hired before July 1, 2012 will accumulate for full-time and part-time employees to a maximum of one hundred and twenty days (120). Paid leave for employees hired on or after July 1, 2012 will accumulate for full-time and part-time employees to a maximum of ninety days (90). Annual and maximum paid leave accruals will be pro-rated based upon the number of hours the employee is scheduled to work.

B. Crediting of Paid Leave:

1. Exempt Employees (Administrators, Teachers, Executive Assistants, Directors), Paid leave though credited at the beginning of each fiscal year is vested only upon completion of the work year. Any exempt employee beginning after the start of the year shall have their leave pro-rated. The start of the year would be July 1 for calendar year employees and after the first scheduled calendar day of the school year for school year employees. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed. Section 9.04 shall govern the use of leave that has not been yet earned.

2. Non-Exempt Employees (hourly staff) – Paid leave shall be credited on a monthly basis. Calendar year employees shall have their annual leave accrual divided over a twelve (12) month period and school-year employees shall have their accrued leave divided over a nine (9) month period, beginning September 1.

9.02 Paid Leave Use:

Paid leave will be used for the following reasons: Illness, Appointments, Commiseration (bereavement), Legal, Personal Emergency, and Personal Leave. Leave, for each reason listed, may be allowed in increments of no less than ¼ hour. A day of leave is equal to your normally scheduled day. Leave for other circumstances shall be arranged and approved through the district administrator or designee. If paid leave is exhausted, please refer to Section 12, Unpaid Leave.

- A. Personal illness, injury or serious health condition of the employee.
- B. Family Member Illness, serious health condition, illness or injury of a spouse, child, or parent.
- C. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
- D. Commiseration (Bereavement) Leave: In the event an employee needs to arrange for a funeral, attend a funeral or to grieve a death, that employee shall be allowed days as needed with a corresponding reduction in paid leave. Such days shall be arranged and approved with the employee's immediate supervisor. This provision shall cover the following family member relationships: spouse, parents, children, brother, sister, grandchildren, grandparent, step-relatives, aunts, uncles, nieces, nephews, first cousins and other individuals residing in the employee's household. Bereavement leave for other circumstances shall be arranged and approved through the District Administrator or designee.
- E. Legal Leave: Employees shall be entitled to up to one (1) day of legal leave each employment year.

Legal leave may be used for legal obligations which cannot reasonably be conducted outside of the employee's workday. Examples of legal leave would include court appearances, signing of legal documents, taxes, retirement meeting, or other legal obligations. The District has an expectation that a detailed explanation of such leave be provided when requesting such leave in employee access time off.

- F. Emergency Leave: Employees shall be entitled to up to one (1) day of emergency leave each employment year.

Emergency leave may be used for an emergency situation which is beyond the control of the employee. . Examples of emergency leave would include broken pipes, fire, flood or other emergency situations. The District has an expectation that a detailed explanation of such leave be provided when requesting such leave in employee access time off.

- G. Personal Leaves: Employees shall be entitled to up to two (2) days of personal leave each employment year. **(No more than eight (8) employees (September-April) and no more than four (4) employees (May-June) district wide may take personal leave on any given day when school is in session, unless the District Administrator or his/her designee grants approval.**

Employees who use two or less days of paid or unpaid leave the previous year (not including professional leave, leave approved for emergency closures, or bonus personal leave used the previous year) shall be allowed one additional bonus day of personal leave. Employee must be actively employed for the entire year to be considered. A maximum of 3 personal days will be allowed in any year and this will not increase the number of paid leave hours accrued per year.

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

- H. When paid leave is approved for teaching staff and school is called off for an early release or late start, the hours of early release/late start will not be refunded.

Limits on Use of Personal Leave: Personal leave days may be used to extend a holiday, vacation, or school recess period. However, only one (1) personal day may be used for the purpose of extending a holiday, vacation or school recess period. For teachers and paraeducators personal leave days will not be granted on a parent-teacher conference days or on an in-service day. Teachers will also not be allowed to use personal days for floating professional development days. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. Personal leave shall not be used to engage in activities for which the employee will receive compensation from any source. Compensation shall not include payment or reimbursement of expenses. 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.

Approval of Personal Leave Requests and Total Number of Employees on Personal Leave:

Telephone contact shall be made as far in advance as possible with payroll (ext. 10115) to confirm the availability of personal day(s) for the dates in which the employee wishes. Telephone approval does not guarantee the use of personal day(s). Should there be opening(s), a request in writing (via use of employee access time off) to the employee's supervisor shall be made as far in advance as possible, normally not less than five (5) days. Emergencies may delay the submitting of the written statement until the employee returns to work.

The supervisor has the right to approve or disapprove all requests.

9.03 Paid Leave and Long-term Disability

In the event an employee becomes eligible for benefits under the District's long term disability insurance program, referred to in 13.06, the employee will no longer receive paid sick leave.

9.04 Overused Paid Leave

If an exempt employee were to leave the school system prior to the completion of his/her contract term and had used all paid leave, a sum equal to the paid leave days used but not earned would be deducted from the remaining pay. Deductions will be based on one (1) day of paid leave earned per month of employment to a maximum of twelve (12) days per contract year. Paid leave requests for any amount beyond that which the employee has accumulated shall need to be approved by the employee's immediate supervisor **prior** to submission of the request.

9.05 Reporting Procedure - Doctor's Certificate

If at all possible, each employee shall be required to inform his/her supervisor prior to, or within two (2) hours of his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 9.02 A, B, or C 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. Any absence of five (5) or more days will require the completion of district FMLA paperwork and doctor certification.

9.06 Holidays during Paid Leave

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

9.07 Paid Leave Listing

It shall be the employee's responsibility to monitor and be aware of all accumulated leave available to them. This can be monitored through employee access time off on the school district website.

SECTION 10 - JURY DUTY LEAVE

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. No reduction in salary shall occur because of jury duty. The employee shall reimburse the district any stipend, minus mileage, that they receive. 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 - UNIFORMED SERVICES LEAVE

11.01 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

11.02 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).

11.03 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 District Administrator or his/her designee.

SECTION 12 - UNPAID LEAVES OF ABSENCE

12.01 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 District Administrator 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. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical

leave due to disability for up to a total leave period of nine (9) months. See district policy: Policy 532.12 – [Absences for Disability or Jury Duty](#)

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 fifteenth of the month, for the following month the employee's insurance coverage shall be terminated. (i.e. coverage for June 1 shall be received by May 15).
3. Employees may be required to pay the full premium of benefits for unpaid absences, prorated to a daily amount, when using three or more consecutive days of unpaid leave in a school year.
4. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave.

C. Placement upon Return from Leave: The employee shall notify the District Administrator 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 layoff, 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.

12.02 Child Rearing Leave

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least thirty (30) days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work.
- 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 (2) 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.
- An early return from the leave shall only be upon the mutual agreement of the employee and the Board or its designee.
- C. Benefits during the unpaid child rearing leave:
1. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first fifteenth of the month, for the following month the employee's insurance coverage shall be terminated. (i.e. coverage for June 1 shall be received by May 15).
 2. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave.
- D. Return from the Unpaid Child Rearing Leave: The employee shall notify the District Administrator 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 layoff, 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.

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

- A. Use of Unpaid Leave: Unpaid leaves of absence may be considered for absences not covered by paid leave. Unpaid leave will normally be considered only if paid personal leave or paid vacation is not available. Unpaid leave should be requested sparingly and only for extenuating circumstances, major life milestones, or once-in-a-lifetime opportunities.
- B. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the Director of Human Resources at least five (5) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the Director of Human Resources and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year
- C. 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 longer than 30 days 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 fifteenth of the month, for the following month the employee's insurance coverage shall be terminated. (i.e. coverage for June 1 shall be received by May 15).
 3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave.
 4. For the purposes of this section (Benefits During Leave), leaves shall be defined as those that are greater than five (5) days in length in a fiscal (July 1 through June 30) year.
- D. Placement upon Return from Leave: The employee shall notify the Director of Human Resources 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; provided this was not done during the application for such 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 13 - BENEFITS APPLICABLE TO ALL EMPLOYEES

13.01 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.
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan's administering 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).

The district's plan year shall run from January 1 through December 31. Enrollment time shall be determined by the District.

13.02 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. General:
 - 1. The employee shall be permitted to change the TSA amount or vendor four (4) times per calendar year.
 - 2. Loans/hardship withdrawals **are not** permitted.

13.03 Dental Insurance

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

13.04 Health Insurance

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

13.05 Liability Insurance

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.

13.06 Life Insurance

The Board shall provide term life insurance to eligible employees. The term life insurance is the employee's annual salary rounded to the next \$1000.00. The insurance carrier(s), program(s), and coverage's will be selected and determined by the District.

- A. Eligibility: An employee who has an assignment that is at least twenty (20) hours per week is eligible to participate in the District's life insurance. Hours excluded may include, but not limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc.

- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The life insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:
 - 1. If an employee resigns, retires, or is terminated during the year, District coverage shall cease at the end of the month the resignation or termination becomes effective.
 - 2. If a teacher resigns, retires, or is terminated who has completed the school year, his/her life insurance benefits shall terminate August 31st.
- C. Premium Contributions: The District shall pay fifty (50) percent of the term life insurance premium. The employee shall pay the remaining portion of the premium.

13.07 Long-term Disability

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

- A. Eligibility: An employee who has an assignment that is at least ten (10) hours per week is eligible to participate in the District's long-term disability insurance.
- 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 provided employment with the District continues during such a period. The long-term disability insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:
 - 1. In an employee resigns or is terminated during the year, District coverage shall cease at the end of the month the resignation or termination becomes effective.
 - 2. If a teacher resigns or is terminated who has completed the school year, his/her life insurance benefits shall terminate August 31st.
- C. Premium Contributions: The District shall pay one hundred (100) percent of the premium for long-term disability insurance. The benefits will be equal to ninety (90) percent of the employee's monthly wages. Coverage shall begin after the sixtieth (60th) consecutive calendar day of disability and continue until the employee is eligible to work or terminates employment or after twenty four (24) months if the employee has not applied for Wisconsin Disability Retirement and Social Security or age 65.

13.08 Short-term Disability

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

- A. Eligibility: An employee who has an assignment that is at least ten (10) hours per week is eligible to participate in the District's short-term disability insurance.
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment should the employee elect to enroll in short-term disability. If the employee chooses not to enroll in the short-term disability insurance and decides at a later date he/she wishes to enroll they will need to submit an evidence of insurability to the insurance provider. The long-term disability insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

1. In an employee resigns or is terminated during the year, District coverage shall cease at the end of the month the resignation or termination becomes effective.
 2. If a teacher resigns or is terminated who has completed the school year, his/her life insurance benefits shall terminate August 31st..
- C. Premium Contributions: The District shall pay zero (0) percent of the short-term disability insurance premium. The employee shall pay the entire premium.

13.09 Wisconsin Retirement System (WRS) Contributions

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

13.10 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 and dental 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 with the exception of a two (2) percent administrative fee, 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 convert 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 have 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).

13.11 Employee Activity Passes

All full time or regular part-time district employees and substitute employees who worked at least thirty (30) days in the current or prior school year shall be provided free admission to all home activities of the school district (except for Wisconsin Interscholastic Athletic Association tournament contests). To gain free admission, district employees will be required to show their employee identification card. Free admission shall be for the employee and a guest. The employee must be present in order for a guest to gain free admission to an event. [Policy 652.1](#).

All full time or regular part-time district employees and substitute employees who worked at least thirty (30) days in the current or prior school year shall be provided access to school district facilities for wellness activities in accordance with [Policy 830](#).

13.12 Longevity Incentive

Employees must be actively employed on 12/1 of the current fiscal year to be eligible for a longevity incentive. Longevity incentives will be paid on a regularly scheduled payroll in December. Employees shall receive the following amounts for years of service:

Years of Service (Contracted Staff)	Longevity Incentive
20-24 years	\$250
25-29 years	\$500

30-34 years	\$750
35+ years	\$1000

Years of Service (Hourly Staff)	Longevity Incentive
20-24 years	0.5% of 7/1 to 6/30 earnings
25-29 years	1.0% of 7/1 to 6/30 earnings
30-34 years	1.5% of 7/1 to 6/30 earnings
35+ years	2.0% of 7/1 to 6/30 earnings

SECTION 14 - REDUCTION IN FORCE, POSITIONS & HOURS

14.01 Reason 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 provision set forth in this section shall apply.

14.02 Notice of Reduction

1. **Contracted Exempt employees (i.e. Teachers)** 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 pursuant to § 118.22, Wis. Stats.
2. **Non-exempt employees (i.e. hourly support staff)** The District will give at least two weeks (14 calendar days') notice of any reduction in force. The notice of reduction in force shall specify the effective date.

14.03 Selection for Reduction Procedures

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

- A. **Attrition:** Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing staff reductions.
- B. **Administration:** In collaboration with the Board the District Administrator shall select the employee in the affected job category:
 1. **Educational needs of the District:** determined by the District will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
 2. **Qualifications as established by the Board:** Included, but not limited to specific skills, certification (if applicable), training, performance evaluations, etc.
 3. **Qualifications of the remaining employees in the affected area, 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 shall include but not be limited to: current and past assignment and practical experience in the area of need; and

4. Length of Service of the Employee;
 - a. Length of Service is defined as the 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.
 - b. 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.
 - c. Length of service list: the District will annually produce a length of service list by September 30th.

14.04 Reduction in Hours or Reduction in hours resulting in Nonrenewal

Employees who are non-renewed due to a reduction in (i.e. teachers) and hourly employees who have a reduction in hours shall not lose any benefits they have accrued. Benefits are defined as length of service and paid leave earned and vacation earned (if applicable) as an employee. Reduced in time employees shall be treated as part-time employees under this *Handbook*.

14.05 Reemployment

The reemployment process is solely available to employees non-renewed or reductions in hours under this section. It does not apply to employees non-renewed based upon on performance.

- A. Reemployment period: Employees non-renewed or reduced in force 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 notification of reduction in force, whichever is later.
- B. Re-employment 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*. It is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address.

14.06 Termination of Re-employment Opportunities

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.

14.07 Insurance Benefits Following Nonrenewal

Please see Part I, Section 13, BENEFITS APPLICABLE TO ALL EMPLOYEES, subsection 13.10 for a full explanation of insurance continuation options.

14.08 Accrued Benefits during Reemployment Period

Non-renewed employees shall suffer no loss of sick leave, or other accrued benefits if rehired in the same employment classification. Sick (paid) leave days shall not accrue for an employee during the reemployment period.

14.09 In-Service and Other Training

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

SECTION 15 - 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 16 - CONFORMITY TO LAW

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

SECTION 17 - QUALITY IMPROVEMENT COMMITTEE

17.01 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.

17.02 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.

17.03 Committee Process Defined

The structure, schedule, and contents of meetings for the above named committees in 16.01 and 16.02 shall be at the sole discretion of the Human Resources department

SECTION 18 – EMPLOYEE COMPENSATION DURING UNEXPECTED OR EXTRAORDINARY CIRCUMSTANCES

18.01 Employee Compensation During Unexpected or Extraordinary Circumstances

Under unexpected or extraordinary circumstances, such as a public health emergency, the School District of the Menomonee Area shall continue to charge the compensation (including but not necessarily limited to salaries, wages, and fringe benefits) of its employees who are paid by a currently active Federal grant consistent with the organization's policies and procedures for paying compensation from all funding sources, Federal and non-Federal.

If the District pays similarly situated employees whose compensation is paid with non-Federal funds during an extended closure, those paid with Federal grant funds may also continue to be paid.

The procedures for documenting time and effort per the Federal Uniform Grant Guidance (2 CFR §200.430(i) "Standards for documenting personnel expenses") under unexpected or extraordinary circumstances will include documenting the funding source of the personnel before the circumstance and the funding source of the personnel during the extended closure. This documentation will be authorized by a chief officer and maintained for auditing or monitoring purposes.

Through the process of documenting time and effort under unexpected or extraordinary circumstances, the authorizer will verify that employees who are being paid with federal grant funds while the program grant activities are closed in whole or in part due to the circumstance are not additionally being paid for working on other activities that are not closed down.

END OF PART I

PART II

TEACHING STAFF

**STAFF WITH INDIVIDUAL CONTRACTS PURSUANT TO
§118.22,Wi. Stats., AND PROFESSIONAL/EXEMPT NON-
SUPERVISORY EMPLOYEES**

SECTION 1 - DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Non-Renewal for Teachers

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats. and is not covered by the grievance procedure under this *Handbook*.

1.02 Standard for Discipline and Termination

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

- A. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and
- B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

Please see policy: Policy 522.3 – [Staff Suspension/Discipline](#)

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, whichever is applicable.
- 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 (free from scheduled

responsibility) thirty (30) minute lunch period. The actual workday for each building shall be established by the building administration or the Board.

2.02 Professional Hours

- A. The concept of professional hours means that a teacher and his/her appropriate supervisor(s) will determine the teacher's hours based upon the completion of his/her duties and the needs of his/her student(s).
- B. Teachers are responsible for the completion of their duties as set forth in the teacher job description and those other duties specific to each teacher's position. Professional hours do not abrogate the teacher's duty to supervise pupils as assigned outside of these hours.
- C. Professional work hours shall be governed by the following:
 - 1. The starting and ending times for employees are determined by the Board. The normal work day will be eight continuous hours. Exceptions to be mutually agreed upon by the supervisor and employee (See section 2.01).
 - 2. Teachers are required to attend administratively called meetings and all meeting set forth in section 2.02.
 - 3. A teacher and his/her appropriate supervisor(s) will determine the employee's hours based upon the completion of his/her duties and the needs of their students. Teachers will be evaluated based upon the completion of their duties rather than on adherence to a fixed time schedule.
- D. It is not the intent of the professional hours section to require more or fewer meetings and conferences, nor is it the intent to have teachers present only in the classroom during instructional time and disregard their normal teaching responsibilities.

2.03 Administratively Called Meetings/Attendance at School Events

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

Other Administratively Called Meetings and Assigned Duties: The notification and duration provisions of section 2.03, paragraph above may not include nor shall they apply to meetings of individual educational plans teams, the preparation of individual education plans, parent-teacher conferences, department meetings, open houses, music programs, art shows, communication with parents, and/or other District or building functions that normally occur outside of the school day 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 or other professional expectations will receive no additional remuneration, above their regularly paid salaries, for attending such meetings. Notice of such meetings shall be of reasonable length.

2.04 Preparation Time

Teachers shall be scheduled for a minimum of 200 minutes (or the equivalent of five (5) class periods in a traditional program) of preparation time per week. Teacher preparation shall mean time spent preparing for classroom presentation, individual work with students or involvement in education activities. Preparation time, as defined, shall not include or be used for district scheduled parent-teacher conferences. Teachers at the middle or high school who fill in for another member of the staff and elementary teachers who are directed to fill in for physical education, music, and/or art teachers, shall be paid at the rate of eighteen (18) dollars per hour.

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. The first two emergency closures of each school year shall not be made up.

2.06 School Calendar

The school calendar shall be determined by the Board. The calendar shall consist of 191 days. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board.

SECTION 3 - PROFESSIONAL GROWTH

3.01 Requirement to Remain Current

All teachers shall engage in 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.

3.02 Self-Directed Professional Development

As part of the scheduled 191 day teacher contract, each full-time teacher may be responsible for a certain amount of self-directed professional development. Required self-directed professional development shall be pro-rated for part-time teaching staff. While independent and self-directed professional development is valued by the school district, the District retains the right to ensure that all teachers are focusing on developing their skills within the parameters of National, State, District and building initiatives. The following procedure shall be utilized when determining and executing a plan for teacher self-directed professional development:

- At the start each school year, each teacher shall have, as required by the teacher evaluation system, a meeting to discuss Student Learning Objectives, personal/professional goals. During this meeting a discussion regarding self-directed professional development should take place.
- Once a plan for self-directed professional development is presented to the direct supervisor, he/she shall approve the self-directed professional development prior to the scheduled event(s).
- Should any changes need to be made to the agreed upon plan, the teacher shall propose the changes to his/her supervisor. The supervisor will then approve the proposed changes if it meets District and building needs.
- During the course of the school-year, the teacher shall follow the plan as presented and approved. As items or events are completed, they will complete a professional development log which is available on the District's website under Human Resources Forms or in the teacher evaluation system.
- At the end of the school year, each supervisor will create a report indicating each teacher's progress toward completion of the required hours of self-directed professional development.
- If a teacher has completed only a portion of the required amount of hours, they are required to report to work for that portion of the last two scheduled days of make-up professional

development days scheduled in the school-year calendar to complete the remaining professional development requirements.

- Should a teacher not complete all or a portion of the required hours and not attend all or a portion of the last two days of the teacher school-year calendar, their pay shall be reduced by an amount equal to the amount of hours of self-directed professional development not completed. The teacher's hourly salary as calculated by the business department shall be the basis for calculating the deduction.

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 or educational specialist who has taught more than two (2) years 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 (an employee who has been employed under a teacher contract) is a teacher or educational specialist who has taught two (2) or less years in the District under a full-time or part-time regular teaching contract.
- D. The instrument to be used for teacher evaluation shall be determined at the sole discretion of the District. The current evaluation model is the DPI-approved CESA 6 Effectiveness Model. The model utilizes Frontline Education Professional Growth-My Learning Plan, an electronic tool kit providing all forms and procedures used during the process.

4.02 Evaluators

Every teacher/educational specialist 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, district administrator, or director. 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. The District recognizes that the purpose and philosophy of teacher/educational specialist evaluations are:
 - a. for the continuous improvement of instruction
 - b. for the continuous improvement of overall classroom experience
 - c. to provide feedback to teachers/educational specialists regarding classroom performance
 - d. to offer assistance and support in areas identified as in need
 - e. to retain high quality classroom teachers/educational specialists by providing highly constructive and meaningful feedback
 - f. to provide the District with an additional tool in helping identify teacher/educational specialist leaders

Frontline Education Professional Growth is the recognized system for teacher/educational specialist evaluations. By utilizing electronic instrument for teacher/educational specialist evaluations, the District shall have a consistent, clearly defined, fair, valid, and research-

based model from which to conduct teacher/educational specialist evaluations. This system will benefit the teacher/educational specialist, the District, and the students of the District. Beyond the supervisor's observations, this system provides for additional inputs to be taken into account when developing a teacher/educational specialist evaluation.

These other inputs may include:

- a. teacher/educational specialist/parent survey information
- b. teacher/educational specialist-provided items into a "documentation log"
- c. communication log to parents and other caregivers of students
- d. student learning objectives each teacher/educational specialist creates at the start of the school year

The system provides a structure for growth for all teacher/educational specialists regardless of teaching experience level, teaching position within the district, and the teacher/educational specialist educational background and life experiences. The system recognizes that not all teacher/educational specialists of the same teaching experience are at the same level of performance. This system measures six (6) distinct areas that, when meshed together, are vital to a high quality classroom experience for students.

This system consists of six (6) over-arching standards against which professional educators will be measured. The six standards include Professional Knowledge, Instructional Planning, Instructional Delivery, Assessment for and of Learning, Learning Environment and Professionalism.

Within each standard, the professional educator shall be placed into one of four (4) performance levels. These four levels of performance are as follows: Distinguished, Effective, Developing/Needs Improvement and Unacceptable. Please note the **expected** level of performance is **Effective**.

2. A new teacher/educational specialist shall be formally evaluated at least three (3) times per school year during the first two (2) years of employment. The first evaluation shall consist of a pre-conference, observation and post-conference. All evaluations must be completed by February 28 of the school year. The second and third formal evaluations may be unannounced and in the form of "mini observations" (in which case there would be no pre-conference) at the discretion of the supervising administrator. All teachers/educational specialists shall receive a summative evaluation at the end of each school year.
3. A continuing employee (as defined in the Frontline Education Professional Growth evaluation system) shall be formally evaluated every school year, every second school year, or every third school year at the discretion of the District. These evaluations may or may not be announced prior to their occurrence.
4. All teacher/educational specialists will complete a goal setting plan each year (as prescribed by State Statute, the District and/or the Frontline Education Professional Growth System). Teacher/educational specialists who are initial educators covered under Wisconsin Code PI 34 are subject to the provisions set forth below in section F.
5. Unless otherwise governed by other deadlines in this section, all required observations must be completed by May 1.
6. All formal observations will be followed by an in-person conference with the evaluating administrator. This conference will take place within twenty (20) working days of the actual observation.
7. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher/educational specialist in an attempt to support and improve areas in need of improvement or deemed unacceptable.

B. Acknowledgement of Receipt and Response:

The teacher/educational specialist will acknowledge receipt of all documents related to supervision and evaluation by signing and dating the document (or the electronic equivalent within the Frontline Education Professional Growth system) within ten (10) school days. The teacher/educational specialist shall have the right to include 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 include them in the summative evaluation portion of the Frontline Education Professional Growth evaluation instrument prior to submitting their acknowledgement of the summative evaluation. A teacher/educational specialist may include a response to any document related to this process after the teacher/educational specialist's receipt of the evaluation document(s) listed above. Copies of the final summative evaluation are to be kept electronically in the Frontline Education Professional Growth system. An employee may request the summative evaluation documents to be printed out. The following statement shall be part of the instrument:

"Teacher/educational specialist's signature acknowledges an opportunity to review the information from the above form. It does not necessarily indicate agreement. If there is disagreement with the rating, follow the district procedures for submitting a rebuttal."

*Clicking the **acknowledge** button is the equivalent of an online signature.*

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

- C. Copy of Evaluation Procedures: A copy of the evaluation process and forms are available upon request.
- D. Plan of Improvement – See appendix II-403.A: A plan of improvement is the supervision and evaluation procedure applied to both continuing and new teacher/educational specialists whose performance has not met expectations during the most recent summative evaluation cycle. A plan of improvement is designed to improve the overall performance of a new or continuing teacher/educational specialist whose overall performance has not met expectations. Teacher/educational specialists 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 a plan of improvement is offered, the process shall be as follows:
1. Goal: The goal of a plan of improvement is for the teacher/educational specialist to meet expectations. The plan of improvement will be designed to meet the specific needs of the teacher/educational specialist and the performance expectations of the District.
 2. Content of a Plan of Improvement: It may include a description of the teacher/educational specialist's area(s) not meeting acceptable levels, a description of appropriate performance, a goal setting plan to help the teacher/educational specialist develop required skills, a schedule of supervisory activities including regular conferencing and observation; and a target date by which time the teacher/educational specialist will perform satisfactorily. The plan may include, but is not limited to, the following interventions: any means of staff development defined in the District's staff development plan, observations and/or support by experts outside the District, removal from extra-curricular responsibilities, and/or peer coaching or mentoring.
 3. Teacher/educational specialists who are on a formal plan of improvement shall have their salaries frozen at the start of the next contract for which they are under a plan of improvement. Salary will remain frozen until the start of the teaching contract they are offered in which they have been removed from a plan of improvement standing.
 4. Teacher/educational specialists may be placed on a plan of improvement at any time during the evaluation cycle. However, please note Section 4.03, D, 3 may not come into effect until the next individual teaching contract has come into effect. A teacher/educational specialist

will be removed from plan of improvement status once the direct supervisor of the teacher/educational specialist deems all of the conditions in the teacher/educational specialist's plan of improvement have been met.

5. The target date of completion of a plan of improvement will be the decision of the immediate supervisor. The time allowed for completion of the plan of improvement will allow the teacher/educational specialist a reasonable period of time to improve performance to an acceptable level, which may vary depending upon the specific improvement sought. The maximum length of a plan of improvement shall be eighteen (18) months of teacher/educational specialist contract time. A teacher/educational specialist may be placed on a plan of improvement during the course of a school year. Completion may be at any time frame as written into the plan. A teacher/educational specialist who fails to reach all goals or to progress satisfactorily in a plan of improvement over the duration of a plan of improvement shall be terminated.
 6. A teacher/educational specialist may be put on no more than two (2) plans of improvement during any five (5) year period of time. The total amount of time given for two (2) plans of improvement shall be subject to a cumulative period or periods not to exceed eighteen (18) months. A teacher/educational specialist who has completed two plans of improvement during the allowed time frame shall not be granted an opportunity for improvement a third time should their evaluation(s) fall into the qualifying category in the evaluation process.
 7. See Appendix II-4.03B for the District's Plan of Improvement purpose, process, timelines and format.
 8. Please note that a plan of improvement may be separate from other discipline that may result from behaviors being exhibited by a teacher/educational specialist.
- E. Supervision and Evaluation of New Teacher/Educational Specialists: New teacher/educational specialists shall be subject to the provisions of this subsection for two (2) complete contract years. Under this paragraph, a new teacher/educational specialist is a teacher/educational specialist who has not taught more than two (2) years under a full-time or part-time regular teaching contract in the District.

Professional Development: Newly hired teacher/educational specialists may be required to spend up to the hourly equivalent of no more than four (4) 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).

Frequency of Evaluation Refer to Section 4.03, A, 2.

The definition of each level of performance can be found in the District's evaluation instrument.

- F. Professional Development Plan: The teacher/educational specialist who received their first teaching license after August 1, 2004, or who obtained a license in a different category, 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.

Mentor Process

- a. An initial educator will be provided a qualified mentor by the District. The District reserves the right to use qualified persons who are not District employees or continuing teacher/educational specialists.
- b. If a continuing teacher/educational specialist is selected as a mentor, he/she shall be paid a stipend of four hundred and fifty dollars (\$450.00) for the period served as a mentor (from August of the first year through June of the first year) for an initial educator or new to the district teacher/educational specialist. Mentoring responsibilities and approximate time commitments are outlined below:

- Two days of meeting prior to the start of the school year (to include mentor expectations and training sessions).
 - Attendance at monthly mentor/mentee meetings throughout the school year.
 - Regularly scheduled meetings with mentee to continue professional acclimation and development for the district.
 - Additional time commitment on an as needed schedule to assist the mentee with any concerns or issues as they may arise.
- c. A teacher/educational specialist new to the District, but not an initial educator, will also be provided a qualified mentor by the District. Mentors will be selected by building administration in conjunction with the District administration. The District reserves the right to use qualified persons who are not District employees or continuing teacher/educational specialists.
- d. A continuing teacher/educational specialist serving as a mentor may request the District assign him/her to a different new to the system teacher/educational specialist and/or be relieved completely from mentor responsibilities. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days of receipt. The District Administrator will grant the request if the District Administrator, in his/her discretion, has a qualified replacement mentor. The present continuing teacher/educational specialist will serve as the mentor until such time as a 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/educational specialist receiving mentoring may request the District to provide a different mentor. The request must be in writing to the District Administrator. The District Administrator 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 teacher/educational specialist new to the District; however, a mentor may elect to work with more than one employee. Should this occur, only one compensation shall be paid.
- G. Teacher/Educational Specialist Leadership Roles: If the administration creates faculty or department teams or committees, it shall consult with interested teacher/educational specialists to establish the purpose of the team or department, select the team or department head, set objectives and goals for each team, department or committee, and assign each teacher/educational specialist to one or more of the teams, departments or committees. Final decision making authority shall rest with the administration. Leadership roles may qualify for performance points and/or compensation as determined by the District.

SECTION 5 - TEACHER ASSIGNMENTS, VACANCIES & TRANSFERS

5.01 Teacher Assignments, Vacancies and Transfers

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator of the District and/or his/her designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator 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 District Administrator and/or his/her designee who shall give due consideration to such requests (subject to the District Administrator'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 on the District's website for a minimum of five (5) days. 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.

The District reserves the right to post positions externally at the same time as they are posted internally.

- 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 may, at its discretion, transfer an employee in the District qualified for the position. The District may also involuntarily transfer an employee if the District determines the transfer will better serve the District's needs. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator 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 1, Section 5 of this handbook.
- F. Job Sharing: The district administrator will consider written requests for job sharing and may grant approval of such requests on a case-by-case basis. Teachers may be allowed to job share based upon the willingness of the teachers involved and at the discretion of the District. The District may terminate a job sharing arrangement at any time at its discretion.

5.02 Employee Resignations

- A. The teacher's individual contract shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:
 - 1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.
 - 2. It is agreed that liquidated damages are due to the District with the sixty (60) calendar day notice of resignation as follows:
 - a. Five hundred dollars (\$500.00) if the employee's resignation is received after June 1 but by June 30.
 - b. One thousand dollars (\$1,000.00) if the employee's resignation is received after June 30 but by July 31.
 - c. One thousand five hundred dollars (\$1,500.00) if the employee's resignation is received on August 1 or later.
 - d. Two thousand dollars (\$2,000.00) for newly hired teachers who resign prior to the completion of his/her first full year.
 - 3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by June 15th, or whose resignation is tendered and effective after the end of the school year, but before July 1st.
 - 4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s), or the employee shall submit a check for the liquidated damages amount at the time of resignation.

- B. The District, 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.

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 the designated substitute service. 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. Absences are to be reported using the AESOP system found on the District's website. Appropriate time off requests are to be made through the employee access time off system also found on the District's website. <http://www.sdmaonline.com/>

5.04 Summer School Assignments and Pay Rate

When possible, summer school courses 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. Pay will be as per summer school pay section in **Appendix Part II – 5.04.**

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 of pay as per **[Appendix Part II – 6.01]** for each of the extended contract days. Days may be scheduled in full or partial day increments.

5.06 Staff In-Service Presentations - In District

The District can benefit from the training and expertise of its staff. Staff members who are interested in sharing their expertise and in receiving compensation for their efforts may provide presentations to staff in accordance with the following guidelines.

- A. Approval Process: Staff members who are interested in sharing their expertise will be compensated for pre-approved presentations based upon the following guidelines. Presentations beyond the normal scope of duties will be arranged and pre-approved through the appropriate administrator to qualify for compensation. Compensation is paid for presentations that occur within or outside of regular school hours.

B. Presentation Compensation

1. Planning Time: For presentations that are up to two hours in length a fifty (50) dollar stipend shall be approved, for presentations which will exceed two hours in length a seventy-five (75) dollar stipend shall be approved.

C. Multiple Presenters: When multiple presenters are used, the above amounts may be divided amongst the presenters as determined by the District.

SECTION 6 - PROFESSIONAL COMPENSATION

6.01 Salary Schedule

The basic salaries of employees covered by this *Handbook* are set forth in **Appendix Part II – 6.01** which is attached to and incorporated in this *Handbook*.

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.] one hundred ninety one (191) is the number of contracted days.

2. The pro-rata daily rate divided by seven point five (7.5) hours per day equals the pro-rata hourly rate.

6.02 Initial Salary Schedule Placement

The Board, in its sole discretion, will place newly employed employees on the salary schedule.

6.03 Duration

For the purposes of this section, the time frame used for performance points accumulation shall be July 1 through June 30.

6.04 Promotion to next level

Promotion to the next level shall occur provided **all** of the following conditions are met:

1. The teacher's annual evaluation shall be at least **effective** in five of the six components with no rating of unacceptable of the District's evaluation system.

2. The teacher is **not** on a plan of improvement.

Should all of the above criteria not be satisfied the teacher shall remain at their current salary placement for the next school year.

Advancement is limited to one level change per school year.

6.05 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 twenty-five (25) dollars 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. The compensation

above will be paid when the project has been completed and approved by the applicable administrator.

6.06 Less than Full Time Teachers

6.07 Advancement to Master's Level and Beyond

In order to advance to Cycle M-1 or Cycle D-1 Master Educator, a teacher will need to obtain a School District approved Master's degree or obtain National Board Certification. School District approved shall include:

- Master's degree in the individual's current teaching assignment area.
- Master's degree directly related to an individual's current teaching assignment which would be beneficial to the school District.
- Master's degree in educational leadership (Administration).
- Master's degree in an area not related to current teaching area, but beneficial to the school district and preapproved by the district administrator.
- Master's degree which is requested by the school district.
- Teachers must recertify every five years to keep their NBCT status active. Any SDMA teacher without a master's degree whose NBCT status lapses would return to salary placement in the "non-masters" lane of the SDMA Educator Compensation Model that corresponds with the steps they have earned beyond their initial salary placement while working in the district.

Should an employee not obtain their Master's degree or National Board Certification after they would be eligible to move into Cycle D-1 Master Educator, they will remain at the last step in the Cycle C-3 non-master's lane. Should an employee obtain a School District approved Master's degree or National Board Certification while in Cycle B, or Cycle C, they would advance to the corresponding step in the Master's lane (either Cycle C, level M or Cycle D) that provides them with the next closest salary increase at the start of the next school year.

Continuing teachers wishing to receive a contract for entering the master's degree lane on the teacher salary schedule, must notify the district in writing of anticipated completion prior to January 31 of the school year prior to the year the contract with will be issued. (e.g., email to the Director of Human Resources prior to January 31, 2023 for contracts to be issued for the 2023-2024 school year).

Master's degrees and National Board Certification must be **completed** by August 31 of the contract year in order to be applied to the next school-year's teaching contract. For the purposes of this section, completion shall include all official transcripts and/or official certification submitted to the human resources department **on or before** September 30 of the contract year. Should a teacher satisfy the completion process, a revised contract will be issued.

SECTION 7 - INSURANCES

7.01 Dental Insurance

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual teaching contract has an assignment of at least thirty (30) hours per week is eligible to participate in the District's dental insurance. Full-time equivalency is defined as one thousand four hundred thirty two point five (1432.5) hours per year. Hours worked beyond those set forth in the individual contract shall be used to determine insurance eligibility or insurance contributions.

Such hours may include the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc.

2. Pro-ration of District Contributions: An eligible employee whose individual contract is less than a full-time one hundred (100) percent 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. 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:

Single or Family Coverage: For full-time employees who are eligible for and select single or family coverage, the District shall pay ninety (90) percent of the single or family premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

7.02 Health Insurance

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual teaching contract has an assignment of at least thirty (30) hours per week is eligible to participate in the District's health insurance. Full-time equivalency is defined as one thousand four hundred thirty two point five (1432.5). Hours worked beyond those set forth in the individual contract shall be used to determine insurance eligibility or insurance contributions. Such hours may include the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc.
2. Pro-ration of District Contributions: An eligible employee whose individual contract is less than a full-time one hundred (100) percent assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment, not to exceed 87.5%.
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. 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.
 3. The district shall pay the district's share of health insurance premiums up through nine (9) consecutive calendar months after the month in which an employee is declared eligible for long-term disability benefits. Payment of the employee's share of the health insurance premiums must be received in the District Business Office by the 15th day of the month prior to the month in which coverage is being paid. See Policy 532.12 – [Absences for Disability or Jury Duty](#)
- C. Premium Contributions:
- Single or Family Coverage: For full-time employees who are eligible for and select single or family coverage, the District shall pay eighty seven point five (87.5) percent of the single or family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

SECTION 8 - POST-EMPLOYMENT BENEFITS

8.01 Definition

Other post-employment benefits (OPEB) shall be those health/medical benefits or HRA contributions payable to a retiree to help defray the cost of health insurance premiums or other health related costs incurred by a retiree.

The stipend benefit (403(b)) shall be a supplement to the employee's WRS pension benefit.

8.02 Limitations and other Stipulations

Retirement stipends will begin no later than the third month after the retirement is effective. Payments shall be sent to the District's designated third party administrator (TPA) for deposit into the retiree's 403 (b) account. Disbursement of the funds shall be at the request of the retiree to the TPA. Upon disbursement the retiree shall be responsible for all applicable state and federal taxes.

If a retiree dies while receiving the retirement benefits set forth in this section or after having his or her retirement approved, but before benefits commenced, and is survived by a spouse or dependent, such spouse or dependent shall be eligible to receive any unused portion as set forth below. Benefits payable to the spouse and/or dependents will not exceed, in combination with those already provided to the retiree before his/her death, those that would have been available to the retiree if he/she had survived. Such benefits are subject to the terms and conditions of this handbook and applicable Internal Revenue Service Code and rules.

Payout of stipend at Death: In the event of the retiree's death during the payment period before all 403(b) contributions are made or if an employee dies after having his or her application for retirement approved, but before benefits commenced, the District will make a lump sum payment of the remainder of future contributions to the decedent's TSA account no later than the end of the month when the death occurred or immediately thereafter to the maximum extent permitted by the Internal Revenue Code and applicable regulations. This final TSA contribution shall be the final non-elective post-retirement contribution to the decedent's TSA account. No remaining contributions shall be paid to a surviving spouse or beneficiary of the decedent.

Survivor health benefit: In the event of the death of a Group 1A or Group 1B retiree that occurred prior to Medicare eligibility, the earned retirement health insurance would be transferable to a qualifying surviving spouse or qualifying dependent children up to such time the retiree would have reached Medicare eligibility. Once the surviving spouse reaches Medicare eligibility, there shall be no additional benefit paid.

Retirees waive all rights to the determination of the District offered health insurance benefits and plans.

The retiree is responsible for all applicable federal and state taxes relating to the postemployment benefits provided under this section of the Handbook including withholding or FICA taxes that may arise from the implementation of this benefit. Such retiree tax responsibility may include tax imposed on the post-employment health benefit paid to a highly compensated employee if such benefit is found to be discriminatory under section 105(h) of the Internal Revenue Code.

8.03 Definition of a Teacher:

For the purpose of this Handbook, Part II, Section 8, Post-Employment Benefits, an employee shall be considered a teacher if they are a staff member with an individual contract pursuant to 118.22, Wisconsin State Statutes. Accordingly, teachers employed on a one-year emergency contract are not eligible for the post-employment benefits described in Section 8 of this handbook. The District may make HRA contributions for part-time teachers (as described in Group 5) or, at the sole discretion of the district, teachers employed on an emergency contract provided that it is anticipated that the teacher will continue with the school district (e.g. teacher on an emergency license while working toward certification).

8.04 Notice of Request to Retire and Eligibility for Benefits:

If a teacher is interested in retirement they are to contact the District Administrator.

The sole act of requesting retirement benefits in a notice of retirement does not guarantee the eligibility or the payment of benefits. Eligibility and payment determination shall be governed under section 8.05.

The teacher must designate which available benefits he or she elects to accept by completing, signing, and submitting the SDMA Employee Retirement Insurance Options form to the Director of Human Resources on or before the last date of employment with the school district. Failure to make an election or submit the form will be considered a waiver of benefits.

8.05 Eligibility/accrual/amounts and payments: (Applicable to all groups unless otherwise noted within the group)

To be eligible to qualify for the stipend health insurance benefit or post-employment HRA contributions an employee must meet ALL of the stipulations below to be considered a teacher for the purposes of this section:

The retiree must file a declaration of retirement for the following school year on or before January 15 of subsequent years and begin retirement at the beginning of a semester. Starting with requests approved after June 30, 2015, teacher retirements will only be allowed to begin at the beginning of a school year. Exceptions to the declaration deadline may be made by the District Administrator for medical or other appropriate reasons.

The employee must meet the eligibility requirements specified for each group in section 8.06 below.

The employee must have served the District for a minimum of fifteen (15) full-time equivalent years as a contracted teacher (see 8.03 for definition). The last five (5) years of service (as part of the minimum fifteen (15) must be consecutive.

Approved leaves shall not be considered an interruption of continued employment for the purpose of this section.

Retiring employees in Group 1A or Group 1B taking single health insurance during their last year of employment will only be eligible for district contributions toward single health insurance in retirement. Retirees in Group 1A or Group 1B will only be allowed to switch from single to family insurance if they have a qualifying event as specified in the district's health benefit plan. The district's contribution toward health insurance shall remain at the single plan rate. The difference in premium costs shall be the sole responsibility of the retiree. Retiring employees taking family insurance during their last year of employment will be eligible for district contributions toward family health insurance in retirement provided that the retired employee and spouse continue to take family insurance. If the retiree or spouse die while receiving health benefits under this plan, the surviving retiree or spouse will receive district contributions toward single health insurance provided there are no other dependents.

8.06 Assignment to Groups:

Teachers have been assigned to retirement groups based upon the date they would have first become eligible for retirement, provided the teacher maintains continuous employment. A teacher's group placement shall not change in the event the teacher postpones his/her retirement beyond the date used for placement into the group. This does not preclude benefits of a group from being altered.

Group 1A:

For Teachers Hired Prior to the 2005-06 School Year and are eligible to retire by June 30, 2015.

Monthly Stipend/Health Insurance Benefit:

1. Monthly stipend equal to fifteen (15%) percent of monthly salary rate for the last year of employment with the District (defined as one-twelfth [1/12] of annual contract salary), such monthly stipend to be paid for not more than sixty (60) months.
2. To be eligible for the stipend/health insurance benefits, the retiree must be at least fifty-five (55) years of age and shall have served the District for fifteen (15) full-time equivalent years, the last five (5) of which must be consecutive.
3. Full payment by the District of single or family premiums for health insurance plan in effect for unit employees until such time as the retiree is eligible for Medicare or other federal insurance benefits. Once a retiree is eligible for Medicare or other federal insurance benefits, they shall be prohibited from remaining a member of the District's health plan. Annual increases in the health insurance premium beyond five (5) percent shall be the responsibility of the retiree.

Additional Information: Employees in group 1A do not have to retire immediately to qualify for these benefits. These benefits would be considered to be vested and would be paid out upon retirement.

Group 1B:

For Teachers Hired Prior to the 2005-06 School Year and are first eligible to retire between July 1, 2015 through June 30, 2017.

Monthly Stipend/Health Insurance Benefit:

1. Monthly stipend equal to fifteen (15%) percent of monthly salary rate for the last year of employment with the District (defined as one-twelfth [1/12] of annual contract salary), such monthly stipend to be paid for not more than sixty (60) months.
2. To be eligible for the stipend/health insurance benefits, the retiree must be at least fifty-five (55) years of age and shall have served the District for fifteen (15) full-time equivalent years, the last five (5) of which must be consecutive.

3. Full payment by the District of single or family premiums for health insurance plan in effect for unit employees until such time as the retiree is eligible for Medicare or other federal insurance benefits. Once a retiree is eligible for Medicare or other federal insurance benefits, they shall be prohibited from remaining a member of the District's health plan. The benefit shall be limited to the cost of the insurance in effect at the time of retirement. Increases in the health insurance premium shall be the responsibility of the retiree or dependents.

Additional Information: Employees in group 1B do not have to retire immediately to qualify for these benefits. These benefits would be considered to be vested and would be paid out upon retirement.

Group 2:

Teachers Hired Prior to the 2005-06 School Year and are first eligible to retire between July 1, 2017 through June 30, 2024

Monthly Stipend/Post-Employment HRA Benefit:

1. Monthly stipend equal to eleven and one quarter (11.25%) percent of monthly salary rate for the last year of employment with the District (defined as one-twelfth [1/12] of annual contract salary), such monthly stipend to be paid for not more than sixty (60) months.
2. To be eligible for the stipend benefits, the retiree must be at least the minimum age for WRS retirement and shall have served the District for fifteen (15) full-time equivalent years, the last five (5) of which must be consecutive.
3. Up to seven (7) post-employment HRA contributions of \$15,000 per year until such time as the retiree is eligible for Medicare or other federal insurance benefits. HRA contributions will be managed by the District or the District's third party account management firm.

Additional Benefit

In addition, beginning in the 2012-13 school-year, a contribution shall be made into a Health Reimbursement Arrangement Account equal to five hundred fifty (\$550) dollars for each year of employment beginning with the 2012-13 school year.

This contribution shall be subject to the following terms and conditions:

The HRA accounts will be managed by the District or the District's third party account management firm.

Upon retirement, the teacher will become owner of their HRA account provided the conditions in this paragraph are met. The teacher must have had at least 10 years of continuous service to the district. The teacher must also retire from the District. For the purpose of this section, retirement shall be defined as terminating employment with the District and eligible to file for Wisconsin Retirement System benefits.

In the event of death of a vested employee, the earned HRA account benefit would be transferable to a surviving spouse or dependents.

An employee with a full time equivalency (FTE) of less than one (1.0) will have this benefit prorated according to his/her actual annual FTE.

Group 3:

Teachers Hired Prior to the 2005-06 School Year and are first eligible to retire between July 1, 2024 through June 30, 2031.

Monthly Stipend/Post Employment HRA Benefit

1. Monthly stipend equal to seven and one-half (7.5%) percent of monthly salary rate for the last year of employment with the District (defined as one-twelfth [1/12] of annual contract salary), such monthly stipend to be paid for not more than sixty (60) months.

2. To be eligible for the stipend benefits, the retiree must be at least the minimum age for WRS retirement and shall have served the District for fifteen (15) full-time equivalent years, the last five (5) of which must be consecutive.
3. Up to six (6) post-employment HRA contributions of \$10,000 per year until such time as the retiree is eligible for Medicare or other federal insurance benefits. HRA contributions will be managed by the District or the District's third party account management firm..

Additional Benefit

In addition, beginning in the 2013-14 school-year a contribution shall be made into a Health Reimbursement Arrangement Account equal to one thousand one hundred (\$1,100) dollars for each year of employment starting with the 2013-14 school year until retirement.

This contribution shall be subject to the following terms and conditions:

The HRA accounts will be managed by the District or the District's third party account management firm.

Upon retirement, the teacher will become owner of their HRA account provided the conditions in this paragraph are met. The teacher must have had at least 10 years of continuous service to the district. The teacher must also retire from the District. For the purposes of this section, retirement shall be defined as terminating employment with the District and eligible to file for Wisconsin Retirement System benefits.

In the event of death of a vested employee, the earned HRA account benefit would be transferable to a surviving spouse or dependents.

A teacher with a full time equivalency (FTE) of less than one (1.0) will have this benefit prorated according to his/her actual annual FTE.

Group 4:

Teachers Hired Prior to the 2005-06 School Year and are first eligible to retire between July 1, 2031 through June 30, 2038.

Monthly Stipend/Post Employment HRA Benefit

1. Monthly stipend equal to three and three-quarter (3.75%) percent of monthly salary rate for the last year of employment with the District (defined as one-twelfth [1/12] of annual contract salary), such monthly stipend to be paid for not more than sixty (60) months.
2. To be eligible for the stipend benefits, the retiree must be at least the minimum age for WRS retirement and shall have served the District for fifteen (15) full-time equivalent years, the last five (5) of which must be consecutive.
3. Up to five (5) post-employment HRA contributions of \$5,000 per year until such time as the retiree is eligible for Medicare or other federal insurance benefits. HRA contributions will be managed by the District or the District's third party account management firm..

Additional Benefit

In addition, beginning in the 2014-15 school-year, a contribution shall be made into a Health Reimbursement Arrangement Account equal to one thousand six hundred fifty (\$1,650) dollars for each year of employment starting with the 2014-15 school year until retirement.

This contribution shall be subject to the following terms and conditions:

The HRA accounts will be managed by the District or the District's third party account management firm.

Upon retirement, the teacher will become owner of their HRA account provided the conditions in this paragraph are met. The teacher must have had at least 10 years of continuous service to the district. The teacher must also retire from the District. For the purposes of this section, retirement shall be defined as terminating employment with the District and eligible to file for Wisconsin Retirement System benefits.

In the event of death of a vested teacher, the earned HRA account benefit would be transferable to a surviving spouse or dependents.

A teacher with a full time equivalency (FTE) of less than one (1.0) will have this benefit prorated according to his/her actual annual FTE.

Group 5:

For Teachers hired for the 2005-06 school year and beyond, the District will provide the following benefits subject to the following conditions:

Beginning with the first (1st) year of employment, the District will contribute annually, in the name of each new teacher, a sum equal to two thousand two hundred (2,200) dollars the first year into a Health Reimbursement Arrangement (HRA) account. Semi-annual deposits will be made by January 31 and June 30 of each year. The HRA accounts will be managed by the District or the District's third party account management firm.

Upon retirement, the teacher will become owner of their HRA account provided the conditions in this paragraph are met. To be eligible for the HRA, the retiree must be at least the minimum age for WRS retirement and shall have served the District for ten (10) full-time equivalent years, the last five (5) of which must be consecutive.

In the event of death of a vested employee, the earned HRA account benefit would be transferable to a surviving spouse or dependents.

A teacher hired prior to the 2016-17 school year with a full time equivalency (FTE) of less than one (1.0) will have this benefit prorated according to his/her actual annually contracted FTE. Teachers hired for the 2016-17 school year and beyond must have a signed contract of a minimum .8 FTE in order to qualify for an HRA. .

END OF PART II

PART III

HOURLY STAFF

**NON-EXEMPT STAFF
WITHOUT INDIVIDUAL CONTRACTS §118.22 WI STATS, OR
§118.24 WI STATS.**

SECTION 1 - DISCIPLINE AND DISCHARGE

1.01 Standard for Discipline and Termination

The District Administrator is solely responsible for implementing any or all disciplinary measures, including, but not limited to, suspension and/or dismissal from employment. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook* section 5.

1.02 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 representation, the meeting shall be delayed until appropriate representative may be obtained. Nothing in this provision shall prevent an Employer from removing an employee from the work place if immediate action is required.

1.03 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

Each school year employee shall be issued an annual 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, and the position(s) that the employee is employed for. 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. Due to different schedule requirements, employee's starting, lunch, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours, break periods, and lunch periods. The District retains the right to adjust work schedules.

2.03 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 assigned emergency contacts are unavailable and such pre-approval may cause harm to students, staff, community or District property.

- B. Assignment: Non-emergency scheduled overtime assignments will be filled using employees on a voluntary basis first (utilizing seniority), with as much notice as possible, and if insufficient volunteers are found, the work will be assigned on a rotational basis starting with the least senior qualified employee(s) as determined by the District. If no one volunteers to perform the overtime, the District will assign to the least senior employee on the list within that job classification or seek substitute employees. The rotation for assigned overtime will reset on July 1 and coincide with the school district's fiscal year (July 1-June 30). Employees hired during the year will be added to the beginning of the list. Volunteer overtime will not impact the list for assigned overtime hours, but once an employee has worked assigned overtime hours, he/she will move to the end of the list. Emergency overtime assignments shall be assigned at the discretion of the District. Overtime shall be offered within a building to eligible employees prior to giving overtime strictly by seniority.
- 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, or personal leave time (paid time). It shall include only hours worked and scheduled, paid holiday hours, and at no time shall the use of paid leave time and hours worked exceed the normally scheduled work hours for that employee on that work day. The reason for overtime must be indicated in the employee access time off system for clocking in. 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.
- D. The district shall maintain a roster of employees by work group by seniority for the purposes of indicating an employee's willingness to work a particular overtime task. This list shall be presented to the workgroup for sign up for the following year prior to the start of the new school year.
- E. The offering of overtime opportunities may be made in any of the following manners:
 - 1. District email services
 - 2. Telephone calls to employees work and/or home numbers

Should district wide email be utilized, a description of the location and duties will be included in the email along with a deadline for acceptance of the overtime assignment. Should multiple employees respond in the affirmative for acceptance, the most senior employee shall be granted the overtime. Should there be no acceptance by the stated deadline, the district reserves the right to fill the vacancy through steps outlined in 2.05 (B).

2.04 Lunch Period

All employees who work six (6) hours or more per day will be assigned, by their immediate supervisor, to an unpaid half-hour lunch period, which shall be duty free (free of regularly scheduled duties). Second shift employees (those whose shifts begin on or after 2:30 p.m.) shall have one half-hour of paid lunch break.

2.05 Breaks

Employees scheduled to work at least six (6) hours per work day shall receive one (1) fifteen (15) minute paid break. Breaks shall be scheduled by the immediate supervisor.

2.06 Electronic Tracking of Hours Worked

Time cards or an electronic time card system shall be used by all employees. Employees will clock in only at such time as they are fully prepared to begin work. Employees are responsible for their own time cards and shall not clock in or out for any other employee. Employees caught clocking 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 employee timekeeping system is to be used to clock out and clock in upon return.

2.07 Emergency 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.

- A. All year round hourly staff 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. In the event the employee cannot make it for the scheduled shift, the employee may report up to one hour later than the scheduled shift and may work one hour beyond the regular shift. In the event an employee is not able to report to work, Part 1, section 9.02 shall apply.
- 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. If the day is not rescheduled, the employee may elect one of the options listed in Part 1, Section 9.02. Employees shall be required to make days up in the event that the District schedules make-up days.
- C. School year clerical shall be allowed to work on emergency closing days under the following conditions:
 - a. The workday is mutually agreed upon between employee and supervisor.
 - b. There is valued and needed work to be done during that work day.
 - c. Any student makeup days are still covered by the employee without increasing their allotted hours.
 - d. For days that will be made up, the employee may not take any leave on the day of the emergency closing.
- D. If hourly employees report to work and a decision to close schools is made after that time, those employees will only be paid for the actual hours worked. On such days those employees may elect one of the options in Section 10.01 for time lost due to the partial school closing.

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

The employee may elect to use paid time off, vacation, or personal leave time if available. The employee should notify the District on the next school day after the day school is closed, begins late or is dismissed early, for an emergency as to which option the employee wishes to select. Year round employees shall utilize vacation time first, and if unavailable, will utilize paid leave.

2.09 Call-In Pay

Employees called into 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, i.e. use of school District facility 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.

2.10 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.

2.11 Professional Development-Extra-Curricular Activities

Professional development time off is not allowed for hourly employees when the activities are outside the scope of their coaching/extra-curricular contract or regular work duties.

SECTION 3 - ASSIGNMENTS, VACANCIES AND TRANSFERS

3.01 Determination of Assignment

Employees will be assigned or transferred by the District Administrator of the District and/or his/her designee.

3.02 Job Posting

When a position becomes vacant or a new position is created, notice of such available position may be posted internally and externally simultaneously for a minimum of five (5) working days. Applicants from outside of the vacant job classification will normally be required to apply through the external posting procedure. 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 <http://www.sdmaonline.com>. 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, any testing requirements, certifications required, and the qualifications required for the position. The District shall maintain the right to hold a posting meeting to fill openings within if the District deems it to be in its best interest.

3.03 Interviews

An employee must apply for a vacant position, prior to the end of the posting period in order to be considered for an interview. They may be granted an interview for the position, and, if qualified, may be awarded the position.

3.04 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.

3.05 District Ability to Determine Job Description

The District retains the sole right to determine the job descriptions needed for any vacant position.

3.06 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 4.01 through 4.05, 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 District Administrator which will include the reasons for the transfer. An employee's wage rate will not decrease as a result of an involuntary transfer. When appropriate and feasible (as determined by the District), the duration of the transfer will be communicated at the time of the transfer.

SECTION 4 - PAID VACATION

4.01 Notice

Each employee shall be able to access their available leave days via employee access time off on the district's web site.

4.02 Calendar Year (two hundred and sixty (260) scheduled work days) Full-Time and Part-Time Employees

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

Number of Years Worked	Vacation Days Earned
Zero to seven(0-7) year of service	10 days
After seven (7) years of service	15 days
After thirteen (13) years of service	20 days
After twenty (20) years of service Each year from 21-25	20 days 1 additional day up to max of 25

Employees in their first year of service earn a pro-rated amount of vacation based upon the number of months worked. For example, an employee hired in October 1, 2015 would be eligible to earn nine-twelfths (9/12) of the employee's vacation allotment on July 1, 2016. This would entitle the employee to 9/12* of 10 days on July 1, 2016, or 7.5 days. The employee under this example would be entitled to ten (10) days of vacation on July 1, 2017. This provision is not retroactive.

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

Each month, eligible employees in the District shall receive 1/12th of their annual vacation accrual, based on the "years of service" schedule set forth in this section.

4.03 Scheduling of Vacation

Vacation time may be taken in full blocks, or in shorter blocks not less than one-quarter (¼) hour as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days' notice may be approved by the District Administrator 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 District Administrator and/or his/her designee shall have the right

to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives.

4.04 Vacation Accumulation

Vacation shall be utilized within one year of its accrual or it shall be forfeited. An employee may only have a maximum of their annual accrual plus five (5) days at any time.

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

Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the remaining vacation hours which have been accrued. Compensation for any unused vacation hours will be paid at the rate equal to the hourly wage in effect at the time of the termination or transfer.

4.06 Holidays during Vacation

Should a paid holiday fall during an employee's vacation period the employee would not need to utilize vacation pay for that day.

SECTION 5 - HOLIDAYS

5.01 Holidays Defined

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

A. Employees working a full calendar year (260 work days)

January 1	Thanksgiving Day
Memorial Day (Federal)	Day after Thanksgiving Day
Friday before Easter	December 24
July 4	December 25
Labor Day	December 31

B. School Year Employees working less than 225 days per calendar year:

Labor Day	Thanksgiving Day
December 24	December 25
Memorial Day	

5.02 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.

5.03 Work on a Holiday

Employees who work on any of the above-mentioned holidays shall be paid at their regular rate for all hours worked in addition to the holiday pay.

5.04 Eligibility for Holiday

In order to be eligible for holiday pay, an employee must work the employee's scheduled workday immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by the District Administrator and/or his/her designee. Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

SECTION 6 - WAGE COMPENSATION AND UNIFORM ALLOWANCE

6.01 Wage Schedule

Appendix Part III – 6.01, Wage Schedule, shall be attached hereto.

Please note: The District reserves the right to pay a more competitive wage for those positions the District or other governing agency deems a need for additional licensure, certification or training. This additional wage shall be at the discretion of the district and will be posted when a position is posted.

6.02 New Employee Wage Schedule Placement

- A. New employee placement – New employees shall be placed on the wage schedule at the discretion of the District.
- B. Step Movement after First Year of Employment: Employees beginning employment prior to December 31st who have provided satisfactory service, as determined by the District, will advance to the next step the ensuing fiscal year on July 1st provided funds are available as determined by the District. Employees who begin employment after January 1st will remain on the same step for the ensuing fiscal year. 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.

6.03 Out-of-Classification Pay

Any employee working in a higher paid classification for more than ten (10) consecutive working days shall receive the pay of that classification beginning on the eleventh (11th) day, and for all consecutive days beyond. The rate of pay for work at the higher paid classification will be the step in the Hourly Wage Schedule that gives the employee the smallest wage increase. Upon completion of the employee's assignment under the higher pay scale, the employee shall revert to his or her former classification and rate. Out-of-classification pay is only applicable per occurrence.

6.04 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.

6.05 Uniforms, Protective Clothing and Tools

A. Uniforms:

1. All Custodial and Food Service employees of the District may, at the discretion of the District, be required to wear a District approved uniform while on the job. The uniforms may consist of a combination of jackets, hats, gloves, work shirts, work pants, work shorts and sweatshirts. The District shall furnish new uniforms on a schedule established by the District.
2. All employees (in A 1 above) shall be required to clean and maintain their attire.
3. The District shall determine a supplier of uniforms and all employees shall place their respective orders through this supplier. Purchases must have prior approval of immediate supervisor of the employee.
4. The style, color, and type of fabric of said uniforms shall be determined by the supervisor.
5. Uniform allowance for Custodial Employees shall not exceed One Hundred Fifty Dollars (\$150) per year. A year is defined to begin on July 1. Receipts used for reimbursement must be submitted to the employee's supervisor on or before September 1 for that school year the reimbursement is effective.
6. For Food Service employees (with the exception of the Food Service Clerical) suitable uniforms and/or footwear shall be provided at the discretion of the District.

B. Protective Footwear: The District shall make no additional provision for protective footwear for any employees.

C. Tools: The District will furnish, without cost to the employee's, tools considered necessary by the District for the employee to perform their normal duties. Any replacement of hand tools deemed necessary by the District will be furnished by the District without cost to the employee, except where loss due to negligence or willful destruction is apparent in which case the employee will be billed for the School District's replacement cost.

SECTION 7 - JOB RELATED TRAINING AND LICENSURE

7.01 In-Service Training

The district within its discretion may provide appropriate paid in service training to each employee. It is the employee's responsibility to maintain required licenses, if any. See *Part 1, Provision Applicable to all Staff, Section 3, sub-section 3.22 Licensure/Certification*.

SECTION 8 - EMPLOYEE EVALUATIONS

8.01 Evaluation

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

8.02 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.

8.03 Frequency

The frequency of evaluations shall be established at the discretion of the District with the expectation that each employee shall be evaluated a minimum of one time per school year.

8.04 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.

8.05 Comments, Disputes

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

8.06 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 objective input for consideration by the administrator who is evaluating the instructional assistant.

8.07 Plan of Improvement

Should an employee not be meeting the expected levels of performance, that employee may be put on a plan of improvement at the discretion of the immediate supervisor.

A. Goal: The goal of a plan of improvement is for the employee to meet expectations. The plan of improvement will be designed to help the employee meet specific needs of the employee and the needs of the District.

B. Content: (See Appendix III-8.07) It will include a listing of the deficiencies of the employee, a description of the appropriate or expected performance levels, goal setting done with the employee to help the employee develop the necessary skills, a schedule of meetings with the employee and immediate supervisor to monitor progress, a target date for additional evaluation, and a target date for which the plan will be successfully completed.

C. Duration: A plan of improvement shall be for a specified period of time for which the employee will work toward the goal(s) outlined in the plan. The time period allowed for completion of the plan of improvement will allow the employee a reasonable period of time to improve performance to an acceptable level, which may vary depending upon the specific improvement sought. The maximum length to achieve satisfactory progress toward goal attainment shall be three (3) months. This timeline shall apply only to the times of the year an employee is expected to be performing their assigned duties with the district.

D. Occurrences: An employee may be put on no more than two separate plans of improvement during his/her career with the District. The total amount of time an employee may be on a plan of improvement shall not exceed three (3) total months. Should an employee's employment be classified as less than calendar year, the timeline shall apply only to the times of the year that the employee is expected to be performing their assigned duties with the district.

E. Responsibility for goal attainment: It is the employee's ultimate responsibility to achieve satisfactory improvement where noted in the plan of improvement. The employee will work closely with the direct supervisor or other resources as outlined in the plan of improvement to achieve improvement.

F. Other Considerations:

1. During the time an employee is on a plan of improvement, he/she shall have his/her salary frozen at the level at which it was on the day of implementation. This shall include, but is not limited to, such items as step advancements and negotiated increases. Should

- an employee successfully complete a plan of improvement, any earned increases shall be credited to the employee on the date of completion with no expectation of back pay.
2. Other discipline: The plan of improvement may be separate from other incidences of behavior that may require district discipline. However, an employee on a plan of improvement may have the timeline of any plan in place changed due to other behaviors affecting the employee's performance.

SECTION 9 - RESIGNATION FROM EMPLOYMENT

9.01 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. 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 10 - INSURANCES

10.01 Dental Insurance

District shall pay ninety percent (90%) of the costs for a family or single coverage of a dental insurance plan of benefits. This plan shall not include orthodontia coverage.

New employees or new enrollees into the dental plan beginning on July 1, 2012 or after shall have no orthodontia coverage. Eligibility shall be the same as for health insurance (Section 10.02).

10.02 Health Insurance

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual letter of assignment has an assignment of at least thirty (30) hours per work week is eligible to participate in the District's health insurance. Full-time equivalency is defined as 2080 hours. Hours worked beyond those set forth in the letter of assignment shall be used to determine insurance eligibility or insurance contributions. Such hours include the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility governed by appropriate state and federal law and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least 30 hours a week, but less than 40 hours a week, shall have the District's contribution prorated, consistent with the employee's percentage of employment, not to exceed 87.5%.
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

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

1. If an employee resigns, or is terminated during the school year, coverage will cease at the end of the month that the resignation/termination becomes effective.
2. A school year employee who resigns or is terminated at the end of their school year shall have their insurances terminate on August 31.
3. The district shall pay the district's share of health insurance premiums up through nine (9) consecutive calendar months after the month in which an employee is declared eligible for long-term disability benefits. Payment of the employee's share of the health insurance premiums must be received in the District Business Office by the 15th day of the month prior to the month in which coverage is being paid. See Policy 532.12 – [Absences for Disability or Jury Duty](#)

C. Premium Contributions:

D. Single or Family Coverage: For full-time employees who are eligible for and select single or family coverage, the District shall pay eighty seven point five (87.5) percent of the single or family premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

SECTION 11 - OTHER POST EMPLOYMENT BENEFITS (OPEB)

11.01 Definition

Other post-employment benefits shall be those benefits payable to a retiree for use to help defray the cost of health insurance premiums or other health related costs incurred by a retiree.

11.02 Limitations, Eligibility and other Stipulations

In the event that employment is discontinued prior to retirement or if an employee moves to a position in the District not afforded Other Post-Employment Benefits (as defined in Section 11.03), eligibility for any previously accrued OPEB benefits will be forfeited.

In the event of the death of retiree that occurred prior to Medicare eligibility, the earned retirement health insurance would be transferable to a qualifying surviving spouse or qualifying dependent children up to such time the retiree would have reached Medicare eligibility.

Monthly payments of the benefits would begin within two months following the month in which the employee retired. This is for groups 1 and 2.

An employee must meet all of the following criteria to qualify for benefits in section 12.02:

1. Must be at least 55 years old upon retirement
2. Must have had at least 15 full or part time years as an employee of the District.
3. The number of hours to figure eligibility for these benefits shall be a minimum of 1370 hours per year. Should an employee work less than an average of 1370 hours per year for the duration of their employment with the district, the benefit shall be prorated based on the average annual hours. Should an employee work an average of more than 1370 hours per year, the benefit shall not increase beyond those outlined in section 12.03.
4. Must retire from the District.

5. Must give the district a one-hundred and twenty (120) day notice in writing. The District Administrator may approve exceptions to the one-hundred and twenty (120) day requirement for medical or other appropriate reasons.

11.03 Benefits

The benefits outlined in this section shall be granted to custodial/maintenance, technology and information services, food service, clerical, and Para Educators.

Group 1: Those employees who would meet items 1 and 2 in Section 11.02 by June 30, 2022, shall be considered to be in group 1.

The retiree shall be able to elect to stay with their current benefits as outlined in the most recent collectively bargained agreement (Signed March 9, 2011 and expiring June 30, 2012) between the District and AFSCME or for Para Educators (Signed March 9, 2011 and expiring June 30, 2012) between the District and WCEA Para-educator unit. Retirement monetary stipends will begin no later than two months after the retirement is effective. All payments for retiree benefits (stipends and sick leave payouts) shall be deposited on a schedule to be determined by the District into a Section 403(b) plan account by the third party administrator designated by the District.

Employees eligible for this group were required to make their election **prior to July 1, 2012. Once an election was made the decision of the employee was final. If no election was made, the employee kept the benefits as outlined in the last bargaining agreement.**

Group 2: Those employees who would meet items 1 and 2 in Section 11.02 after June 30, 2022, shall be considered to be in group 2.

Employees in this group shall be afforded the following benefit subject to the conditions outlined in Section 11.02:

Annual payment of two-thousand six hundred (2600) dollars to a section 403b plan of the District's determination. Monthly payments shall be for sixty (60) months. . Payments shall be deposited into an account by the third party administrator designated by the District.

Group 3: Those employees who were hired July 1, 2007 or after. Contributions began July 1, 2012.

Employees in this group shall be afforded the following benefit subject to the conditions outlined in Section 11.02 with noted exceptions

Employees shall have an annual contribution of Five hundred (500) dollars made to a Health Reimbursement Account (HRA) of the District's choosing. Full payment shall be based upon an employee's work hours being at least 1370 per year. An employee who works less than 1370 hours per year shall have the contribution prorated. Semi-annual deposits will be made by January 31 and June 30 of each year. The HRA accounts will be managed by the District or the District's third party account management firm. Under no circumstance shall employee have contributions of more than \$500 annually.

Employees covered by this handbook after July 1, 2016 (new employees and supervisory aides), must be regularly scheduled for at least 30 hours per week in order to qualify for an HRA benefit.

Vesting of the HRA shall occur when all of the conditions below are met:

1. Having worked for the District for 15 years.
2. Having attained the age of 55.
3. Having officially retired from the District.

END OF PART III

PART IV

STAFF WITH INDIVIDUAL CONTRACTS PURSUANT TO §118.24 WI STATS., EXECUTIVE, ADMINISTRATIVE AND ACADEMIC ADMINISTRATIVE EMPLOYEES

1.01 Administrators, Supervisors, Directors, Coordinators and Executive Assistants

Administrators, Supervisors, Directors, Coordinators and Executive Assistants employed in the District are subject the terms provided in each individual contract and/or board policies.

END OF PART IV

PART V

CO-CURRICULAR STAFF

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 in accordance with District payroll procedures. However, wages earned shall be paid at least monthly, with no longer than 31 days between pay periods. It shall be the employee's responsibility to track hours as per the letter of employment.

1.03 Work Schedule

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

1.04 Evaluation of Extra-Curricular Assignments

Individuals holding extra-curricular assignments shall be evaluated in the manner and frequency that their supervisor deems appropriate. When determining the manner and frequency of evaluations, the supervisor may take into account such factors as (1) the individual's experience with the particular activity; (2) input received from participants, parents, and other stakeholders; (3) the extent to which an individual needs additional guidance or oversight; and (4) any other consideration that a supervisor, in his/or reasonable discretion, deems appropriate.

1.05 Volunteers

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

- A. They will not be eligible for salary/wages, stipend, or benefits;
- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability

- insurance policy for claims made against volunteers by other volunteers or District employees;
- C. They will be responsible for their own personal injuries(i.e., ineligible for worker's compensation);
 - D. They must consent to a background check and agree to have a tuberculin skin (TB) test;
 - E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
 - F. They accept direct and indirect supervision of the head coach; and,
 - G. They may be dismissed at any time without cause.

1.06 Extra-Curricular Pay Schedule

The Co and Extra-curricular pay schedule shall be found in **Appendix Part V – 1.06**

1.07 Coaching Experience/longevity pay

Longevity based on years of local experience in a specific sport shall be credited as follows and added to the coaching/advising pay schedule (Please note: longevity shall be credited only for local years of experience in a similar activity regardless of level. Should a position's pay be split, no longevity shall be granted to either employee). Longevity increases are awarded at 5, 9, 14 and 19 years, due to the first year at 0 years of experience. Longevity pay amounts are \$314.60 per each level.

1.08 Clinics

Head coaches may attend clinics and workshops for the sport they are coaching, using professional leave, on school days. Assistant coaches may attend clinics and workshops for the sport they are coaching, using personal leave, on school days. Prior approval for any absences from school must be obtained from the building Principal. Expenses may be paid with prior approval from the Athletic/Activities Director at the discretion of the school district.

1.09 Attendance at State Tournament/competition

Head coaches may attend state tournaments for the sport they are coaching, using professional leave, on school days. Assistant coaches may attend state tournaments for the sport they are coaching, using personal leave, on school days. Prior approval for any absences from school must be obtained from the building Principal. Expenses may be paid with prior approval from the Athletic/Activities Director at the discretion of the school district.

END OF PART V

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.

Substitutes shall be assigned as follows:

1. Teachers' requests for a given substitute shall take first precedence. The jobs under this subsection will be posted to substitutes as soon as the District has been notified of an absence.
 2. 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 teacher may also cancel a teaching assignment using the automated system in advance of the current day without providing notification to the District Substitute Coordinator. A substitute who wishes to cancel an assignment on the current date must inform the District Substitute Coordinator 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 which 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 fourteen (14) consecutive days in the same position, then the long-term rates apply effective on the 15th day, unless such long-term is known in advance, in which case payment will begin on the first day. The substitute's hourly rate shall be computed based on a 7.5 hour day.
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 receive compensation for services rendered as determined by the District.
 2. District 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. 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 or during each school year. 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. Part-time substitute teachers shall be paid on a prorated basis based off of the full daily rates set forth above. The substitutes' hourly rate shall be computed based on the number of periods per day in a building. Substitute teachers shall be paid for a minimum of two (2) hours per day. Should a substitute teacher work for six (6) or more hours in a day, the full daily rate shall be paid.

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 may also cancel an assignment using the automated system in advance of the current day without providing notification to the District Substitute Coordinator. A substitute who wishes to cancel an assignment on the current date must inform the District Substitute Coordinator 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 which 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 such long-term is known in advance, in which case payment will begin on the first 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.

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. Duty Free Lunch: 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 or during each school year. 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.

END OF PART VI



School District of the
Menomonie Area

EMPLOYEE HANDBOOK

APPENDIXES

Hourly Wage Schedule

2022-2023

LEVEL	Level I	Level II	Level III	Level IV	Level V
Years at Each Level	Two Years	Three Years	Five Years	Five Years	Five Years
CLERICAL					
Clerical I	\$17.01	\$17.80	\$18.32	\$18.58	\$18.85
Clerical II	\$20.53	\$21.32	\$21.84	\$22.10	\$22.36
Clerical III	\$24.05	\$24.83	\$25.36	\$25.62	\$25.88
DISTRICT ACCOUNTANT					
District Account	\$29.49	\$29.82	\$30.34	\$30.60	\$30.87
FOOD SERVICE					
Food Service Worker	\$15.96	\$16.74	\$17.27	\$17.53	\$17.79
Production Cook/Lead Cook	\$16.35	\$17.14	\$17.66	\$17.92	\$18.19
Production Manager	\$17.15	\$17.94	\$18.46	\$18.72	\$18.98
Nutrition Program Assistant	\$17.45	\$18.24	\$18.76	\$19.02	\$19.29
CUSTODIAL					
Regular Custodian	\$19.02	\$19.81	\$20.33	\$20.59	\$20.86
Head Custodian (Elementary)	\$19.81	\$20.59	\$21.12	\$21.38	\$21.64
Head MS Custodian/Pool Field House	\$20.07	\$20.86	\$21.38	\$21.64	\$21.90
Head HS Custodian	\$20.33	\$21.12	\$21.64	\$21.90	\$22.16
Major Maintenance	\$20.59	\$21.38	\$21.90	\$22.16	\$22.43
INFORMATION SYSTEMS SPECIALIST					
ISS I	\$24.14	\$24.93	\$25.45	\$25.71	\$25.98
ISS II	\$29.49	\$29.82	\$30.34	\$30.60	\$30.87
STUDENT HEALTH ASSISTANT					
Student Health Assistant	\$19.35	\$20.13	\$20.66	\$20.92	\$21.18
PARAEDUCATOR					
Paraeducator	\$16.42	\$17.20	\$17.73	\$17.99	\$18.25
SUPERVISORY AIDE					
Supervisory Aide	\$15.71	\$16.49	\$17.01	\$17.28	\$17.54

**School District of the Menomonie Area
2022-2023 Educator Compensation Model**

Promotion Cycle		Level			
Cycle B and C Promotion Requirements: Effective Educator					
Cycle B		Level 2	42,890	Eliminate after 2022-2023	
		Level 3	43,414	For teachers hired after 7/1/18 only / Eliminate after 2023-2024	
District Approved Masters					
Cycle C-1		Level 1	43,937	Level M-1	46,031
		Level 2	45,508	Level M-2	47,602
		Level 3	47,078	Level M-3	49,172
Cycle C-2		Level 4	48,649	Level M-4	50,743
		Level 5	50,219	Level M-5	52,313
		Level 6	51,790	Level M-6	53,884
Cycle C-3		Level 7	53,360	Level M-7	55,454
		Level 8	54,931	Level M-8	57,025
		Level 9	56,501	Advances to D-1	
		Level 10	57,548		
		Level 11	58,072		
		Level 12	58,595		
		Level 13	59,119		
		Level 14	59,642		
		Level 15	60,166		
Level 16	60,689				
Level 17	61,213				
Cycle D & E Promotion Requirements: Effective Educator & District Approved Masters					
Cycle D-1		Level 1	58,072		
		Level 2	59,642		
		Level 3	61,213		
Cycle D-2		Level 4	62,783		
		Level 5	64,354		
		Level 6	65,924		
Cycle E-1		Level 1	67,495		
		Level 2	69,065		
Cycle E-2		Level 3	70,636		
		Level 4	72,206		
		Level 5	73,777		
Cycle E-3		Level 6	74,300		
		Level 7	74,824		
		Level 8	75,347		
		Level 9	75,871		
		Level 10	76,394		
		Add in 2022-2023	Level 11	76,918	
		Add in 2023-2024	Level 12	77,441	
		Add in 2024-2025	Level 13	77,965	

SCHOOL DISTRICT OF THE MENOMONIE AREA

School District Teacher Contract

Parties to the Agreement: This Agreement supersedes any and all agreements which may exist between the teacher and the Board. Both parties hereby accept employment upon the terms and conditions hereinafter set forth.

IT IS HEREBY AGREED, by and between the **SCHOOL DISTRICT OF THE MENOMONIE AREA**, hereinafter referred to as **BOARD** and _____, hereinafter referred to as **TEACHER, WITNESSETH**:

1. **COMPENSATION:** The teacher is to be paid a total annual wage of \$_____ for the term hereinafter mentioned, payable in 22 equal installments, unless the salary payroll options form electing 26 installments is received by the business office by the deadline indicated on the election form. The following constitutes a detailed expression of payments included in the above listed total annual wage:

Salary: _____
FTE: _____

Teacher salary is subject to change pending performance pay attainment. Increases, if any, as determined by the Board, are also subject to salary change. Teachers must meet all criteria of Employee Handbook, Part II, Section 6.04, Promotion to next level. The Board may provide the teacher with other benefits that it may from time to time deem appropriate for teachers generally, as specified in Board policy, administrative rule or employee handbook.

2. **CONTRACT TERM:** This contract covers a term of 10 months, commencing on or about August 26, 2019 and ending on or about June 5, 2020. The contract shall contain 188 days of work and 3 holidays which shall be assigned at the discretion of the Board. The contract term may be extended to include the makeup of days school was closed due to inclement weather or other emergency.

3. **EMPLOYMENT RESPONSIBILITIES:**

3.01: The teacher agrees to 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. Upon written request, the Board agrees to furnish the teacher with a copy of all rules, regulations and policies now in effect or becoming effective during the term of this contract.

3.02: The teacher agrees to teach and/or supervise such classes and assignments as assigned by the Board and is subject to such rules and regulations as have been or may be hereafter adopted by the Board and subject to the supervision and control of authorized members of the school administrative staff. The Board may, at its discretions, give additional assignments in areas where the teacher is certified or may obtain certification.

3.03: In case of a direct conflict between any rules, regulations or policies of the Board and any specific provisions of this contract, the contract shall control.

3.04: For full-time teachers, the teacher agrees to devote full time to the duties and responsibilities normally expected of the teacher's position during the term of this contract. The teacher shall not engage in any pursuit, or accept any other employment, which interferes with the proper discharge of the teacher's duties and responsibilities. The Board reserves the right, solely in its own discretion, to determine whether outside pursuits or other employment interferes with the proper discharge of the teacher's duties and responsibilities.

3.05: Upon written request, the Board shall provide the teacher with a written job description of the teacher's services, duties and obligations. The Board possesses the right to develop and/or alter the written job description at any time.

3.06: This agreement is conditioned upon the teacher's possession of a State of Wisconsin teacher's license or certificate as required by the laws of the State of Wisconsin for the areas set forth in section 3.01, and this Agreement shall be invalid if the teacher fails to fulfill the provisions of sec. 118.21(2), Wis. Stats.

4. **TERMINATION:**

4.01: The disqualification of the teacher to continue teaching for any legal cause whatsoever shall automatically terminate this contract. It is **HEREBY PROVIDED** and **AGREED**: That this contract may be terminated by the Board subject to the policies of the Board and the provisions of section 4.03. Any teacher seeking release from this contract shall submit a written request to said Board and if approved, the teacher shall be subject to the liquidated damages specified in this contract in section 4.02.

4.02: Liquidated Damages: If the teacher with a signed contract for the ensuing school year seeks release from the contract, he/she shall forfeit the following:

- Resignation submitted before June 1 for the ensuing school year – no forfeiture
- Between June 1 and by June 30 - \$500.00
- Between July 1 and by July 31 - \$1,000.00
- On or after August 1 and through school year for that current year - \$1,500.00
- Newly hired teachers who resign prior to the completion of his/her first year - \$2,000.00

4.03: This agreement will, in the Board's discretion, expire on the expiration date or the end of any month in which any of the following events occur:

- A. The death of the teacher; or
- B. Dismissal by the Board; or
- C. Disability as specified in the district's long-term disability policy; or
- D. Mutual agreement of the parties hereto as set forth in section 4.04.

4.04: Termination by Mutual Consent: Upon mutual written agreement by the Board and the teacher this contract and the employment of the teacher may be terminated without penalty or prejudice against either the Board or teacher. In this event, the Board shall pay the teacher all remuneration and benefits accrued by, but unpaid during the period of employment immediately prior to such termination.

- 5. **EXTRACURRICULAR ACTIVITIES:** The teacher shall take part in such extracurricular activities, pupil supervision assignment, group meetings, curriculum study and others assigned by the authorized members of the school administrative staff and Board.
- 6. **EVALUATIONS:** The board shall direct the administration to evaluate, in writing, the performance of the employee during his first year of employment in the District and at least once every third year thereafter. The administration may, at its own discretion, evaluate the employee on a more frequent basis than that provided for in the first sentence of this paragraph.
- 7. **TEACHER** covenants he/she is not under contract with any other school district for the period covered by this contract.
- 8. **INVALID PROVISIONS – SAVINGS CLAUSE:** If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part should be restrained by any tribunal, the remainder of the contract shall not be effected thereby.

9. **LAWS OF COMPETENT JURISDICTION:** This Agreement is covered by the laws of the State of Wisconsin. The parties consent to the personal jurisdiction of the courts of the State of Wisconsin, both state and federal, with respect to any action arising out of this contract. For state court, venue shall be properly and exclusively in Dunn County, Wisconsin.
10. **COMPLETE AGREEMENT:** The parties understand and agree that this document contains the entire agreement.

Teacher: _____



District Administrator

Teacher

DATED THIS ___ day of ____, 20__ AT Menomonie, WISCONSIN

Action by the School Board in adopting this contract is recorded in the Board minutes of March 9, 2015.

SALARY PAYROLL OPTIONS

Teacher Payroll Election Form 2022-2023 School Year

According to Part 1, Section 6.02 of the employee handbook, employees covered under this provision shall have their wages annualized based upon the number of annual days and hours worked, current wage/salary rate. Exempt employees (i.e. teachers) must elect no later than June 15 prior to the next fiscal year whether they wish to be placed on the twenty-six (26) or twenty-seven (27) payroll schedule or placed on the twenty-one (21) or twenty-two (22) payroll schedule using the election form in Appendix C. Employees who do not make this election by June 15th will be placed on the twenty-one (21) or twenty-two (22) payroll schedule. Elections are effective for the entire school year. Employees hired after June 15 but prior to first teacher day of the school year must make their election no later than August 29. Employees hired after the first teacher day of the school year will be placed on the twenty-one (21) or twenty-two (22) payroll schedule.

The teachers shall receive their pay every other Thursday in accordance to the attached payroll schedule. If the pay date falls on a holiday, employees will be paid the day before the holiday. Direct deposit will be mandatory for all employees. The cost of the direct deposit will be the District's responsibility.

Indicate your selection by putting an X in the for the option you choose.

Option 1:

I choose to receive my pay in 22 equal installments beginning on September 1, 2022.
Deductions will be taken from 19 payrolls as identified on the attached payroll schedule.
If this form is not returned, this option will be automatically applied.

Option 2:

I choose to receive my pay installment in 26 equal installments beginning on September 1, 2022.
Deductions will be taken from 24 payrolls as identified on the attached payroll schedule.

Employee's Name: (Please Print): _____

Date: _____ Signature: _____

Failure to return this form by the deadline, or to not choose an option will result in the employee being paid over twenty-one (22) installments.

School District of the Menomonie Area 403(b) Plan

Salary Reduction Agreement

Appendix Part 1 – 13.02

Part 1. Employee Information:

Name: _____

SS#: _____

Address: _____

Phone#: _____

Part 2. Contribution Information (Fill in all that apply): 403(b) pre – tax Roth 403(b) please check one

Initiate new salary reduction with (service provider/vendor)_____. Please deduct the amount of ____% or \$_____ per pay period.

Change salary reduction. This is notification to change the amount of my elective deferral from ____% or \$_____ to ____% or \$_____per pay period .

NOTE: Any employee who works variable hours or who does not have a regular bi-weekly paycheck must select “% of pay.”

Change Service Provider/Vendor. This is notification to change my Service Provider/Vendor from _____ to _____.

Discontinue salary reduction. Please discontinue my salary reduction with the following Service Provider/Vendor_____.

I am contributing more than \$17,500. Check one or both:

I will be age 50 in the **2013** and, therefore, am eligible to participate in the Age 50 and older catch-up allowance.

I am contributing \$_____. (Maximum \$5,500.)

I will have 15 years of service with District in the **2013** and, therefore, am eligible to participate in the 15-year service election

Employee participating in the 15-year service election must complete a Maximum Contribution Allowance Worksheet.

I understand that amounts in excess of the basic limit shall be allocated first to the “15-year rule” and next to the “Age 50 Catch-up provision.”

Part 3. Representation by Employee for Calendar Year – 2013:

A. Participation in other employer plans (check only one):

I do not and will not have any other elective deferrals, voluntary salary reduction contributions, or non-elective contributions with any other employer.

I do participate in another employer’s 403(b), 401(k), SIMPLE IRA/401(k), or Salary Reduction SEP. The following information pertains to all of my other employers for the current calendar year: Includible Earnings \$_____ ; Elective Deferrals and/or salary reduction contributions to a Roth 403(b) or Roth 401(k) plan \$_____ ; Non-elective Contributions \$_____.

B. Hardship Distributions (check only one):

I have received a Hardship Distribution from a plan of this District within the last six months.

I have not received a Hardship Distribution from a plan of this District within the last six months.

Part 4. Agreement

By signing this Agreement the Employee named above elects to become a participant of the School District of the Menomonie Area's 403(b) Plan and agrees to be bound by all the terms and conditions of the plan. By executing this Agreement the Employee to modify his/her compensation as indicated above and have that amount remitted as an elective deferral, to the annuity or custodial accounts selected by the Employee. It is intended that the requirements of all applicable state or federal income tax rules and regulations (Applicable Law) will be met. The Employee understands and agrees that this Agreement:

- 1) Is legally binding and irrevocable with respect to amounts paid or available while it is in effect;
- 2) May be terminated at for amounts not yet paid or available, and that a termination request is permanent and remains in effect until a new Salary Reduction Agreement is submitted;
- 3) Is effective only for amounts not yet paid or available in accordance with the District's administrative procedures.

Employee further agrees:

- 1) He/She is responsible for providing accurate and necessary information to the District at the time of initial enrollment and later if there are any changes in any information necessary or advisable for the District to administer the plan.
- 2) He/She is responsible for determining that the salary reduction amount does not exceed the limits set forth in applicable law.
- 3) Employer has no liability for any losses suffered by Employee that results from his/her participation in the 403(b) program.
- 4) Employee acknowledges that District has made no representation to Employee regarding the advisability, appropriateness or tax consequences of the purchase of the 403(b) program.
- 5) ***Employee agrees District shall have no liability whatsoever for any and all losses suffered by Employee with regard to his/her selection of the annuity and/or custodial account.***
- 6) Nothing herein shall affect the terms of employment between District and Employee.
- 7) This agreement supersedes all prior salary reduction agreements and shall automatically terminate if Employee's employment is terminated.

Additional Information:

- 1) Employer does not choose the annuity contract(s) or custodial account(s) in which contributions are invested.
- 2) Employee is responsible for setting up and signing the legal documents to establish an annuity contract or custodial account with an approved vendor.
- 3) Employee is responsible for naming a death beneficiary under the annuity contracts or custodial accounts. This is normally done at the time the contract or account is established. Beneficiary designations should be reviewed periodically.
- 4) Employee is responsible for all distributions and any other transactions with vendor. All rights under annuity contracts or custodial accounts are enforceable solely by Employee, Employee beneficiary or Employee's authorized representative. Employee must deal directly with the vendor to begin regular distributions, or any other transactions.

Part 5. Employee Signature

I certify that I have read this complete Agreement and provided the information necessary for the District to administer the plan and that my salary reductions will not exceed the elective deferral or contribution limits as determined by Applicable Law. I understand my responsibilities as an Employee under this Program, and I request that District take the action specified in this agreement. I understand that all rights under the annuity or custodial account established by me under the 403(b) program are enforceable solely by me, my beneficiary or my authorized representative.

Employee Signature: _____ Date: _____

Part 6. District Signature

District hereby agrees to this Salary Reduction Agreement:

Signature of District Representative: _____ Title: _____ Date: _____

TEACHER PLAN OF IMPROVEMENT MODEL OUTLINE
MENOMONIE AREA SCHOOL DISTRICT

Teacher/Educational Specialist Name: _____

Immediate Supervisor: _____

Basic construct of a Plan of Improvement:

Part I – In which performance standard(s) and indicator(s) within the standard(s) are there deficiencies?

List here – Cite specific examples from observations. Cite Standards and Performance indicators that are lacking.

Part II – What remedies are being purposed by the supervising building administrator? (Below are examples).

Observation of peers:

Expected purpose and outcomes

Increased supervision:

How many, by whom, announced or not

Timelines

Administrative responsibility and feedback from these

Conference/Professional Development

Mandatory or recommended

Expected results of these

Timelines

Other considerations:

Removal or limitations from advising and coaching – does this impact his/her classroom performance?

Part III – Additional resources

This section will contain an overall timeline of expectations for the entire plan. Included will be any additional district resources that will be provided to assist the teacher in correcting identified areas of unacceptable performance. For example: additional technology, textbooks, pairing with colleague, etc.

Part IV – Expected outcome(s) and timelines

In this section the supervising administrator will outline what a satisfactory completion of the Performance Plan of Improvement will look like. This will include classroom observations and non-classroom observations. A specific timeline for satisfactory completion will also be included.

Teacher/Educational Specialist Signature

Date

Immediate Supervisor Signature

Date

PERFORMANCE IMPROVEMENT PLAN PROTOCOL

MENOMONIE AREA SCHOOL DISTRICT

Frontline Education Professional Growth Expectations:

Purpose

- Designed to support a teacher in addressing areas of concern as defined through the observation and supervision process.
 - To improve teacher/educational specialist performance to the point that performance is acceptable in all of the six (6) areas.
1. A teacher/educational specialist must go on a performance improvement plan if any of the following conditions exist (from a summative performance report):
 - a. The teacher/educational specialist receive **Unacceptable** ratings on one (1) or more of the six performance standards.
 - b. The teacher/educational specialist receive **Needs Improvement** ratings on two (2) or more of the six performance standards.
 - c. The teacher/educational specialist receive **Developing** ratings on three (3) or more of the six performance standards.
 2. Implementation:
 - a. Provide written notification indicating the area(s) of concern.
 - b. Formulate a Performance Improvement Plan (district developed).
 - c. Review the results with the teacher/educational specialist immediately following the predetermined time periods or according to specifically established target dates.
 - d. Notify the Director of Human Resources and submit a copy of plan. (Please do prior to final presentation to employee).
 3. Assistance (examples):
 - a. Support from peers or supervisor
 - b. Conferences, classes, workshops
 - c. Other resources to be identified
 4. Resolution:
 - a. **Prior** to the evaluator making a final recommendation, the evaluator will meet with the teacher/educational specialist to review progress according to the timeline.
 - b. Options Include:
 1. Sufficient improvement has been achieved and the teacher/educational specialist is no longer on a Performance Improvement Plan and is rated **Effective**.
 2. Partial improvement is noted but more improvement is still needed; the teacher/educational specialist remains on the Performance Improvement Plan and is rated **Developing/Needs Improvement**.
 3. Little or no improvement has been achieved; the teacher/educational specialist is rated **Unacceptable**.
 - a. Teacher/educational specialist may be dismissed.
 - b. If no dismissal, a new and continued plan will be implemented.
 - c. If second Performance Improvement Plan is not successfully completed, teacher/educational specialist is recommended for dismissal.

Reminder: A teacher/educational specialist can be put on a plan of improvement whenever warranted, but in Frontline Education Professional Growth their status cannot be changed during the year. This will cause all information entered for them to be lost.

HOURLY PLAN OF IMPROVEMENT MODEL OUTLINE
MENOMONIE AREA SCHOOL DISTRICT

Employee Name: _____ Position: _____

Employee's Supervisor: _____

Beginning Date of Plan: _____

Part I
Areas (s) of
Unacceptable
performance

Part II
Specific Action Steps
to be taken to rectify
areas cited, acceptable
levels of performance

Part III
Specific timeline to begin,
time intervals for progress to
completion, anticipated date
for completion for each item,
method(s) of measuring
acceptable levels of performance

Part IV – Other strategies and/or resources made available to the employee by the District and/or direct Supervisor to assist in successful completion of plan of improvement.

Part V – Completion, monitoring, commentary

The employee's signature indicates that they have met with his/her direct supervisor and understand the expectations of the plan.

Employee's Signature

Date

Direct Supervisor's Signature

Date

Cc: Human Resources Office
Personnel File

SUMMER SCHOOL PAY STRUCTURE

Effective July 1, 2022

Appendix Part II – 5.04

Teachers of non-credit or non-remedial courses	\$20 per hour
Teacher of credit recovery or remedial courses	\$25 per hour
Para educators	\$16.42 per hour
Clerical/building supervisory	\$17.01 per hour
Supervisory aide, Field trip chaperones	\$15.71 per hour
Food Service Workers	\$15.96 per hour
Food Service Cooks	\$16.35 per hour
Health Assistant	\$19.35 per hour

Please note: additional employment offered through the summer school program is considered employment not associated with an employee's other work for the school district. Benefits shall not be extended, expanded or offered as part of the summer school employment with the District.

EXTRA & CO-CURRICULAR POINT STRUCTURE - 2022-23
 EXTRA CURRICULAR = \$322.75/Point & CO-CURRICULAR = \$256.84/Point

Appendix Part V – 1.06

HS FALL ACTIVITIES	POSITION	POINTS
CROSS COUNTRY		32
FOOTBALL		120
VOLLEYBALL		40
GIRLS' SWIM		23
GIRLS' TENNIS		24
BOYS' SOCCER		24
GIRLS' GOLF		14
MS FALL		
CROSS COUNTRY		18
GIRLS' TENNIS		10
FOOTBALL		24
	+ AIDES	2
GIRLS' SWIM		10
VOLLEYBALL		36
BOYS' SOCCER		10
HS WINTER ACT.	POSITION	POINTS
BOYS' BASKETBALL		56
GIRLS' BASKETBALL		56
GYMNASTICS		21
WRESTLING		33
BOYS' HOCKEY		36
BOYS' SWIM		23
GIRLS' HOCKEY		
MS WINTER ACTIVITIES		
BOYS' BASKETBALL		32
GIRLS' BASKETBALL		28
GYMNASTICS		10
	+ AIDE	1
WRESTLING		10
BOYS' SWIM		10
HS SPRING ACT.	POSITION	POINTS
TRACK		72
GIRLS' SOFTBALL		36
BASEBALL		36
BOYS' TENNIS		24
GIRLS' SOCCER		24
BOYS' GOLF		14
MS SPRING ACTIV.		
TRACK		24
	+ AIDE	1
GIRLS' SOCCER		10
BOYS' TENNIS		10
OTHER ACTIVITIES		
CHEER		12
DANCE		24
MS FALL ACT.	COORD.	5
MS WINTER ACT.	COORD.	5
STRENGTH & COND	COACH	36
HS OTHER EXTRA-CURR		
ACAD. DECATH		10
GEAC		10
PROM		3
SCIENCE OLYMP		35

STUDENT COUNCIL		19
YEARBOOK		10
MS OTHER EXTRA-CURR		
MATH COUNTS		10
SCIENCE OLYMPIAD		14
STUDENT COUNCIL		10
YEARBOOK		8
ELEM. EXTRA-CURR		
STUDENT COUNCIL	ADV-DWN	2
	ADV-KN	2
	ADV-OAK	2
	ADV-RH	2
	ADV-WAK	2
HS PREFORMING ARTS		
FORENSICS		35
SCHOOL PLAY		19
MUSICALE		35
DRUMLINE		14
ORCHESTRA		5
CHOIR		10
BAND		12
MS PREFORMING ARTS		
DRAMA		10
MUSICAL		13
FORENSICS		12
ORCHESTRA		5
BAND		12
CHOIR		5
CO-CURRICULAR ACTIVITIES		
NATIONAL COMPETITION		2
EXECUTIVE CURRICULUM COUNCIL		3
BUILDING COORDINATOR G/T		4
K-12 DEPARTMENT CHAIRS		5
HIGH SCHOOL DEPARTMENT CHAIRS		5
GRADE LEVEL POSITION CHAIRS		5
STUDENT ACHIEVEMENT COUNCIL		5
PROGRAM CHAIRS		5
M-TEAM COORDINATOR		5
MS FCCLA ADVISOR		6
SPLIT GRADE LEVEL		8
HS FCCLA ADVISOR		8
HS FBLA ADVISOR		8
HS VICA ADVISOR		8
HS HERO ADVISOR		10
HS DECA ADVISOR		10
ELEMENTARY BUILDING CHAIR		10
PROF. DEV. COUNCIL CO-COORDINATOR		10
MENTOR CO-COORDINATOR		10
CLASS OVERLOAD		11
HS FFA ADVISOR		12

APPENDIX: EMPLOYMENT POSTERS

COBRA –

Model General Notice

English <https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/model-general-notice.docx>

Spanish <https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/model-general-notice-spanish.docx>

Model Election Notice

English <https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/model-election-notice.docx>

Spanish <https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/model-election-notice-spanish.docx>

Employee Protections Against Use of Honesty Testing Devices

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_10861_p.pdf

Employee Rights and Responsibilities

Under the Family and Medical Leave Act

English <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

Employee Rights Under the Fair Labor Standards Act

English <http://www.dol.gov/whd/regs/compliance/posters/minwagep.pdf>

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

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_s_p.pdf

Federal Fair Labor Standards Act

<http://www.dol.gov/whd/regs/compliance/posters/wh1385State.pdf>

Hazardous Chemicals in the Workplace?

<https://dsps.wi.gov/Documents/Programs/FireDeptSafetyHealth/SBD6894.pdf>

Hours and Times of Day Minors May Work in Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_p.pdf

Spanish https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_s_p.pdf

Notice to Employees About Applying for Wisconsin Unemployment Benefits

English https://dwd.wisconsin.gov/dwd/publications/ui/ucb_7_p.pdf

Spanish https://dwd.wisconsin.gov/dwd/publications/ui/ucb_7_s_p.pdf

Hmong https://dwd.wisconsin.gov/dwd/publications/ui/ucb_7_h_p.pdf

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage English
http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9116_p.pdf

Notification Required When Employers Decide to Cease Providing a Health Care Benefit Plan
English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11054_p.pdf

Occupational Injuries and Illnesses Summary
English

http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=11301

OSHA Job Safety and Health

English <http://www.osha.gov/Publications/osha3165.pdf>

Spanish <http://www.osha.gov/Publications/osha3167.pdf>

Public Employee Safety and Health

<https://dsps.wi.gov/Documents/Programs/PublicSafety/SBD9301.pdf>

Retaliation Protection for Health Care Workers

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_12210_p.pdf

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

<https://www.dol.gov/whd/resources/posters.htm>

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

English http://www.dol.gov/vets/programs/userra/userra_private.pdf

Wisconsin Fair Employment Law

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_s_p.pdf

Wisconsin Family and Medical Leave Act

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_s_p.pdf

Wisconsin Minimum Wage Rates

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_s_p.pdf

Addendum to Staff Handbook

Concerning Pandemic Workplace Protocols

The following workplace protocols will be in effect during the COVID-19 Pandemic. These mandatory protocols are designed to mitigate your exposure to COVID-19 in the workplace, but will not necessarily prevent you from nevertheless contracting the disease. The following protocols may be amended from time to time in the discretion of the District Administrator as COVID-19 guidance and recommendations continue to evolve and/or circumstances dictate.

1. BEFORE REINTEGRATION INTO THE OFFICE ENVIRONMENT THE STAFF PERSON WILL COMPLETE THE FOLLOWING SURVEY

- a. Timing of Completion of the Survey: The following ADA-Compliant Pre-Pandemic Employee Survey shall be submitted prior to your return to work. Staff who are working exclusively at home do not need to return the survey until immediately before they return to work. Please submit this form to **the Director of Human Resources** (a separate document containing only this survey will be sent to you which can be filled out and submitted via email).
- b. Purpose of the survey: The survey gives staff the opportunity to state whether they believe they are unable to physically return to work in the school district facilities for one of the reasons identified in the survey without stating which factor is the basis for their not wanting to return to work. Employees who believe they can physically return to the school district facilities (none of the factors identified prevent them from returning to the office) should check “no.” Note that other parts of this Addendum address circumstances under which staff are prohibited from returning to work in their traditional, physical work location within the school(s).
- c. Directions: Answer “yes” to the whole question without specifying the factor that applies to you. Simply check “yes” or “no” at the bottom of the page.
- d. Confidentiality: Your survey responses will remain confidential to the extent allowed by state and federal law. Only authorized key administrators and/or staff members will have access to your survey responses on a “need-to-know” basis.
- e. In light of the COVID-19 pandemic, are you **unable** to come to work because of any one of the following reasons:
 - i. Schools or day-care centers are closed, and I need to care for a child;
 - ii. Other dependent care services are unavailable, and I need to care for other dependents;
 - iii. Public transport is sporadic or unavailable, and I am unable to travel to work; and/or;
 - iv. Either you or a member of your household fall into one of the categories identified by the CDC as being at high risk for serious complications from the pandemic influenza virus or COVID-19, and you are being advised by

public health authorities not to come to work (e.g., pregnant women; persons with compromised immune systems due to cancer, HIV, history of organ transplant or other medical conditions; persons less than 65 years of age with underlying chronic conditions; or persons over 65).

f. Answer: YES_____, NO_____

2. BEFORE ARRIVING AT WORK SITE (SCHOOL DISTRICT FACILITY, MEETING LOCATION, OFF-SITE LOCATION, ETC.)

a. You are required to do all the following before arriving at the worksite, office, meeting location, school district, etc.

- i. Talk to your supervisor about your work schedule: For those employees who come into the school district's facilities, flexible work hours and arrangements may be available or even required. Although the District retains the right to ultimately set your work schedule and hours, the District **may** take into consideration specific employee circumstances and/or requests on a case-by-case basis.
- ii. Monitor your health: Employees must take their temperature and monitor their personal health prior to coming to the work site (office, meeting location, school building, etc.).
 - 1) **Employees must stay home if they exhibit any of the following symptoms in isolation or combination**: Fever of 100.4° F or more, chills, cough, shortness of breath or sore throat, new loss of sense of smell/taste; muscle fatigue/body aches, nausea, vomiting, or diarrhea.
 - 2) **Employees must stay home if they are diagnosed with COVID-19. (see return to work in section 5, below).**
- iii. Stay home if an individual you reside with has COVID-19: Employees who are well, but have a family member or individual they reside with at home who is sick with COVID-19, must immediately notify their supervisor and stay home. Families First Coronavirus Response Emergency Leave or other staff handbook leave provisions (sick leave for example) may apply and be available upon request. If you do not wish to take leave and believe that you are able to continue to work from home, the District may grant such a request after taking all considerations into account on a case-by-case basis.
- iv. Notify your supervisor if you are home sick: Employees should notify their supervisor and stay home if they are sick. Families First Coronavirus Response Emergency Leave or other staff handbook leave provisions (sick leave for example) may apply and be available upon request.
- v. Specific period of leave depending upon symptoms: Employees who have symptoms of respiratory illness must stay home and may not come to work until they are free of fever (>100.4°F) AND/OR respiratory symptoms (for example, cough, shortness of breath, sore throat) for at

least three days (72 hours) without the use of fever-reducing medicine AND seven days have passed since symptoms first appeared.

vi. Specific period of leave depending upon exposure to COVID-19:

Employees who have been exposed to a person with COVID-19 must stay home from work and self-monitor as set forth below.

- 1) Consistent with current Wisconsin Department of Health Services recommendations, employees who are told they have a medium or high-risk exposure shall not physically report to work for 14 days during which time they should monitor for symptoms and/or fever. Employees must immediately notify their supervisor of such exposure and make arrangements to continue to work from home if the employee's supervisor determines that such a work-from-home arrangement is practicable.
- b. If an employee shares with the District that they have COVID-19 infection, the District will inform local health officials and notify fellow employees of their possible exposure to COVID-19 in the workplace. The District will maintain confidentiality as required by the Americans with Disabilities Act (ADA) and will not disclose the employee's identity or anything about the employee's illness with other staff members who do not have a "need-to-know."
- c. Individuals who are asymptomatic and have no knowledge of being exposed to someone with COVID-19 can attend work in person as scheduled, unless they have a possible [travel exposure](#), subject to the other recommendations and requirements in this Addendum.

3. UPON INITIAL ARRIVAL AT THE WORKSITE

- a. Employees who are experiencing any of the following symptoms must not enter the worksite and must instead return home.
 - i. Fever
 - ii. Chills
 - iii. Cough
 - iv. Shortness of Breath
 - v. Sore Throat
 - vi. Nausea, Vomiting, and/or Diarrhea
 - vii. New Loss of Taste or Smell
 - viii. Fatigue
 - ix. Congestion or Runny Nose
 - x. Muscle or Body Aches
- b. **Questions:** You may be verbally asked a series of questions regarding your health. Those questions are as follows. Are you experiencing any of the following?
 - i. Fever
 - ii. Chills

- iii. Cough
- iv. Shortness of Breath
- v. Sore Throat
- vi. Nausea, Vomiting, and/or Diarrhea
- vii. New Loss of Taste or Smell
- viii. Fatigue
- ix. Congestion or Runny Nose
- x. Muscle or Body Aches

c. Temperature Screening:

- i. Employees may also need to undergo a screening for a fever using a touchless thermometer.
- ii. Employees who did not have a fever upon leaving work, but believe they have one upon arrival, may access a touchless thermometer which will be available for staff at **school office**. Staff using the touchless thermometer shall follow posted directions regarding thermometer use and disinfecting measures.
- d. Employees who become ill with symptoms of influenza-like illness at work during a pandemic must leave the workplace, except as provided for below. This means that, if you report when you are sick or experiencing fever (>100.4°F) AND/OR respiratory symptoms (for example, cough, shortness of breath, sore throat, chills), you will be directed to immediately go home. If you are unable to go home, you will be isolated in **a designated location** until such time as you can return home or you will be referred for medical assistance.
- e. Engage prevention practices as set forth in section 5.

4. RETURN TO WORK

An employee who intends to return to work following a COVID-19 related absence, must (a) notify the District of the date he/she intends to return at least (2) work days in advance of the intended return date, and (b) submit with his/her request to return a doctor's note certifying that the employee is fit for duty.

5. IMPLEMENTATION OF PREVENTION PRACTICES IN THE WORKPLACE

- a. Social Distancing: As districts are aware, various local, state, federal authorities continue to recommend (if not require) that individuals stay home to the extent possible and if not, maintain at least 6-feet of physical space from other individuals. Consequently, districts may have to:
 - i. Adopt flexible scheduling to reduce the number of employees in a facility at any given time.
 - 1) Supervisors and employees may establish staggered shifts, break or lunch times, and work hours.
 - 2) Supervisors and employees may establish procedures to reduce in-person contact during the entry to and exit from facilities.

- ii. Allow or require employees to work remotely to the extent practicable.
 - iii. Restrict access to common areas:
 - 1) Supervisors and employees may establish staggered times to use shared spaces, including bathrooms, break rooms, lunchrooms, etc.
 - 2) Supervisors may designate certain areas as “off-limits” without pre-approval.
 - iv. Ban or restrict in-person meetings, in-services, training, etc. to the extent practicable:
 - 1) If in-person meetings or conversations are allowed (as is likely unavoidable to a certain extent), consider (1) requiring such conversations to take place in open-doored offices and/or settings with enough space to allow for social distancing and proper ventilation (unless otherwise authorized), (2) banning conversations and gatherings in congested locations such as hallways, bathrooms, and breakrooms, (3) requiring the use of face coverings (see below), and (4) requiring the use of technology for communication purposes to the extent possible.
 - 2) Consider alternatives to in-person staff prep, development, in-service, planning, and training days.
 - v. Require Face Coverings:
 - 1) Face coverings may be required in various settings and contexts (e.g., at all times, when social distancing is not possible, during face-to-face conversations, in common and/or congested areas, etc.). In the event that face coverings are required, reasonable accommodations will be provided employees with disabilities that would restrict their ability to use face coverings.
 - 2) Employees who have been diagnosed with COVID-19 or have been exposed to COVID-19 may need to take additional precautions with respect to wearing face coverings (e.g., “Employees must wear a face covering at all times while in the workplace for 14 days after last exposure.”)
- b. Sanitation and Hygiene
- i. Employees are expected to wash or sanitize hands upon entering any school facility, before eating, and after touching their eyes, nose, mouth, or face coverings.
 - ii. Employees are encouraged to avoid touching their eyes, nose, mouth, and face coverings with unwashed hands.
 - iii. Employees will be expected to follow all requirements and procedures with respect to employee responsibilities to clean and disinfect frequently touched surfaces on a daily or even more frequent basis.
 - iv. Employees are prohibited from sharing food and preparing and storing food overnight on school grounds and in school microwaves, refrigerators, and/or freezers.

- v. Employees are prohibited from using other workers' phones, desks, offices, or other work tools and equipment, when possible and are required to disinfect equipment after each use if such use is unavoidable.
- c. Cleaning and Disinfecting:
 - i. Employees are required to notify their supervisor of the need for cleaning staff attention to particular areas that appear to be unsanitary.

6. USE OF PRE-ACCRUED PAID LEAVE

- a. All hourly employees who receive paid leave as a benefit may pre-accrue their paid leave for the 2020-2021 school year only, at the discretion of the district administrator.
 - i. Paid leave that would typically accrue at the beginning of each month may be deposited early into each hourly employee's bank for use throughout the 2020-2021 school year in accordance with leave provisions in Section 9 of the SDMA Employee Handbook.

Sources and Workplace Education Posters:

Sources:

- Wisconsin Department of Health Services <https://www.dhs.wisconsin.gov/covid-19/employers.htm>
- Equal Employment Opportunity Commission's Pandemic Preparedness in the Workplace and the Americans with Disabilities Act <https://www.eeoc.gov/laws/guidance/pandemic-preparedness-workplace-and-americans-disabilities-act>
- Equal Employment Opportunity Commission's "What You Should Know about COVID-19 and ADA Rehabilitation Act and Other EEO Laws" <https://www.eeoc.gov/wysk/what-you-should-know-about-covid-19-and-ada-rehabilitation-act-and-other-eeo-laws>
- CDC Interim Guidance for Implementing Safety Practices for Critical Infrastructure Workers Who May Have Had Exposure to a Person with Suspected or Confirmed COVID-19 <https://www.cdc.gov/coronavirus/2019-ncov/downloads/critical-workers-implementing-safety-practices.pdf>
- CDC Workplace Decision Tree <https://www.cdc.gov/coronavirus/2019-ncov/downloads/community/workplace-decision-tree.pdf>
- CDC Childcare and Guidance <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/index.html>
- CDC Reopening America Guidance https://www.cdc.gov/coronavirus/2019-ncov/community/pdf/Reopening_America_Guidance.pdf
- OSHA Guidance on Preparing Workplaces for COVID-19 <https://www.osha.gov/Publications/OSHA3990.pdf>
- OSHA Guidance Summary Document – Ten Steps All Workplaces Can Take <https://www.osha.gov/Publications/OSHA3994.pdf>
- WEDC website at: <file:///S:/Aggregated%20General%20Information/COVID%2019/COVID-19-General-Guidelines%20200508.pdf>
- [U.S. Environmental Protection Agency \(EPA\) - Disinfectants;](#)

Workplace Education Posters Include the following (*these are hyperlinks*):

- [Considerations for High Risk Individuals](#)
- [How to Wear and Remove a Mask](#)
- [Identifying the Latest COVID Symptoms](#)

- [Preventing the Spread of COVID](#)
- [Returning to Work after COVID](#)
- [Stay Home From Work if you are Sick](#)
- [Stop the Spread of Germs](#)
- [Ten Steps All Workplaces Can Take to Reduce Risk of Exposure to Coronavirus](#)
- [Wash Your Hands for 20 Seconds](#)
- [What You Should Know About COVID to Protect Yourself and Others](#)