

**MINERAL POINT UNIFIED SCHOOL DISTRICT**



# **Employee Handbook**

**2022-2023**

## Employee Acknowledgment

*(To be signed and returned to the employee's supervisor.)*

I hereby acknowledge that it is my responsibility to access the *Mineral Point Unified School District Employee Handbook* online. My signature below indicates that I agree to read the *Handbook* and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in the *District's Policies and Procedures Manual*. The *Employee Handbook* and the *District Policies and Procedures* can be located in the offices of the building principals, District Administrator and in the staff lounges, and on the District's website at <https://mineralpointschools.org/wp-content/uploads/EmployeeHandbook-21-22.pdf>.

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 and does not confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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<http://www.mineralpointschools.org>

***District Mission***

"Grounded by our history, as one of the oldest publicly supported schools in Wisconsin, MPSD is the heart of a small community that educates and inspires our students for a bright future in a big world."

## **District Emergency Procedures**

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

Automated calls will be placed to student and employee home phone numbers beginning at 6:00 a.m. or as soon as practicable using the District's Emergency Notification System (ENS) 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. Employees are encouraged to monitor these TV and radio stations. Please check the following if you do not receive a phone call or an email.

### **Television:**

Channel 5	WMTV	NBC 15
Channel 7	WKOW	ABC 27
Channel 9	WISC	CBS 3

### **Radio Stations:**

WDMP	Dodgeville	99.3 FM	8.10 AM
WPVL	Platteville	107.1 FM	1590 AM

**Information is also posted on the District website & Facebook.**

## ***PART I - PROVISIONS APPLICABLE TO ALL STAFF***



## DISCLAIMER

- A. 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. The language that 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.

In case of a conflict between this *Handbook*, rules, regulations or policies of the Board and any specific provisions of an individual contract or a current collective bargaining agreement, the individual contract or collective bargaining agreement shall control.

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* should not be considered all-inclusive. Copies of District Policies and Procedures are available in each administrative office to all personnel and are on the Mineral Point School District website at <https://mineralpointschools.org/wp-content/uploads/EmployeeHandbook-21-22.pdf>. 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 Mineral Point Unified School District Board of Education.

This *Employment Handbook* does not supersede the provisions set forth in District policies. A district policy series on personnel is referenced in the District Policy Manual located under Series 500.

## SECTION 1. EMPLOYMENT LAW

### 1.01 Employment of Minors

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

### 1.02 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, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service or membership, political affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law.

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

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

Reference Equal Employment Opportunities Policy 511.

### **1.03 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.

Reference Equal Employment Opportunities Policy 511.

Reference Employee Discrimination Complaint Procedures Policy 511-Rule

Reference Staff Complaints And Grievances (Non-Union Employees) Policy 527

Reference Discrimination Complaint Form (page 82-83)

### **1.04 Fair Labor Standards Act**

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA].

### **1.05 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 may post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed:  
<http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>.
- 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 <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/WH-381.pdf>.
- E. Designation Notice. The District shall "inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).

### **1.06 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.

### **1.07 Harassment and Bullying**

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory

personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

- A. Unwelcome sexual advances, comments or innuendos;
- B. Physical or verbal abuse;
- C. Jokes, insults or slurs directed toward the protected groups set forth above (Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks);
- D. Taunting based on personal characteristics described above intended to provoke an employee; and/or
- E. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

All employees are responsible for ensuring that discrimination and harassment do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of discrimination or harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures found in the district policy manual under policy 511. All reports regarding employee discrimination or harassment shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee discrimination or harassment. Actions that result in discrimination on a basis not related to an employee's job performance or those that are determined to be harassment shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of potential discrimination or alleged harassment to their immediate supervisor. Employees who fail to report incidents of potential discrimination 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 discrimination or harassment complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal.

This policy and its accompanying procedures shall be published annually.

Reference Equal Employment Opportunities Policy 511.

Reference Staff Complaints And Grievances (Non-Union Employees) Policy 527

## **SECTION 2. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS**

### **2.01 District Expectations**

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

## **2.02 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*.

## **2.03 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 in Skyward Employee Access for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for in Skyward Employee Access using the appropriate reasons (Please see leave starting at section eight.) 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.

## **2.04 Bulletin Boards**

The Employer shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in conflict of any District policy or law. The District Administrator will be provided a copy of all posted material at the time of the posting. The District Administrator and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

## **2.05 Child Abuse Reporting**

- A. The District is committed to the education and welfare of children as the highest of priorities. Therefore, in cases where the family unit has some internal problems that may reflect upon the child's welfare, the District will intervene in a supportive and/or advocate role on behalf of the child.
- B. 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 C. The following personnel are required by law to report abuse or suspicion of abuse: school nurse, social worker, professional counselor, school teacher, school administrator, school counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a speech-language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.

- C. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the appropriate county 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.
- D. Employees who are not mandatory reporters as set forth in paragraph B, above, and who in connection with their job responsibilities have reasonable cause to suspect that a child has been abused or neglected or who have reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect of the child will occur shall notify their immediate supervisor or other administrative personnel of such alleged abuse.

Reference Child Abuse/Neglect Reporting Policy 454

## **2.06 Communications**

The District is committed to providing technology resources that allow employees to communicate effectively with all employees in the District. In the District's effort to maintain current technology practices, more responsibility and cooperation is required of employees to use core software programs and technology resources.

### **A. Electronic Communications:**

1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.
2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the District, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege that may be revoked at any time.
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 to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum and District administration. External electronic storage devices are subject to monitoring if used with District resources.

### **B. User Responsibilities: Network/Internet users 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 technology department's directives.

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

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

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

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

- D. Limited Electronic Communication with Students: Employees may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:
1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
  2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
  3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
  4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.

5. The employee shall not communicate with any student between the hours of 5 p.m. and 10 a.m. unless the employee has supervisory responsibilities for the student and communication pertains to that responsibility. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
  6. Upon request from 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.
  7. 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. See Policy 411
    - b. Confidentiality of student records.
    - c. Confidentiality of other District records, including educator 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.
- E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records. *(See Board Policy 347)*  
Employees who create pupil records via email need to ensure that pupil records are retained for the period of time specified by the pupil records law. For this reason, the District heavily discourages the use of email as the means to communicate about individually identifiable students.
- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records. (See Board Policy 347)

2. Confidentiality of other District records, including educator evaluations 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.
- H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

## **2.07 Confidentiality**

Pupil information is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy 347. The law and respect for our students require that student issues be 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.

## **2.08 Conflict of Interest**

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

## **2.09 Contracts and Conflict of Interest**

No employee may negotiate or bid for, or enter into, or participate in the making of a contract in which the employee has a private monetary interest, direct or indirect. *See Wis. Stats. § 946.13(1)(a) and (b).*

## **2.10 Copyright**

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

form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the building principal or district administrator.

## **2.11 Criminal Background Checks and Falsifying Applications**

All persons 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:

- 1. Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information; and
- 2. Supply a fingerprint sample and submit to criminal history records checks.

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.

## **2.12 Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record**

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

- A. Crimes involving school property or funds;
- B. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- C. Crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- E. A misdemeanor that 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. The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

- A. The nature of the offense;

- B. The date of the offense;
- C. 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.

### **2.13 District Property**

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for 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. District equipment borrowed for short-term use should be returned the first workday after project completion.

### **2.14 Drug-, Alcohol-, and Tobacco-Free Workplace**

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

- A. Prohibited Acts - Drugs and Alcohol: The manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who violates this policy may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
- C. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, and speech or body odors of the employee. If available a trained supervisor will make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- D. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the "Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures."
- E. Employee Assistance Program: The employee assistance program (EAP) is a voluntary work-site program to assist employees affected by behavioral, medical or productivity concerns or problems. EAP helps in the prevention, identification and resolution of these problems and concerns. To reach the EAP coordinator in the District, please contact the District Administrator and/or his/her designee.

## **2.15 False Reports**

Employees may be disciplined and/or discharged 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 reduction forms and work reports.

## **2.16 Furloughs**

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

- A. Employees shall not receive their wages or salary but are permitted to apply accrued vacation or personal leave (thus receiving compensation).
- B. Employees are prohibited from working.
- C. Sick leave, personal leave, etc. shall continue to accrue as if the employees were working.
- D. The District shall provide health insurance, dental benefit, etc. at the same level it would if the employees were working.

## **2.17 Fraud and Financial Impropriety**

Employees 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 treated as confidential to the extent permitted by law. 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.

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.

## **2.18 Gambling**

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

## **2.19 Gifts and Sale of Goods and Services**

- A. Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students. **Note:** Immediate family shall have the same definition as used in Section 10.01

It is the District's policy 522.4 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 employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to 522.4 for gifts and solicitations and § 19.59, Wis. Stats.

- B. Sale of Goods and Services: No District employee may receive for his or her personal benefit anything of value from any person other than 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 school property or at a school activity/event,

## **2.20 Honesty**

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

## 2.21 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, invoking his or her rights against self-incrimination. *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.

## 2.22 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 District Office. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. A teaching contract with any person not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates.

## 2.23 Nepotism

- A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity (as defined below), 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. Definitions: 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 that 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.

## 2.24 Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel

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

- B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the District Administrator. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle.
- C. Commercial Driver's License (CDL): In addition to the notice requirements in paragraph A, above and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.
- D. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. *See WIS. STAT. § 121.52(2)*.
- E. Personal Transportation Utilized for School Use

- 1. Car Insurance

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

- 2. Personal Vehicle Reimbursement

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

- 3. All transportation will be done in accordance with Board policy.

## **2.25 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 Board of Education 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.

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

## **2.27 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: 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.

## **2.28 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, at least two times per calendar year, while in the presence of the administrator or his designee. The employee shall be entitled to have a representative accompany him/her during such review. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those files. The official personnel file custodian will do the removal of this file from the safekeeping place. 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 described 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.

## **2.29 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.

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

### **2.30 Physical Examination**

- A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.
- B. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent 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.

### **2.31 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, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- B. 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.
- C. 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.

### **2.32 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.

### **2.33 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;
- E. Failure to return to work following recall from layoff within fourteen (14) calendar days of receipt of notice to do so;
- F. The employee having been on layoff for twelve (12) consecutive months;
- G. Failure to return to work the day following the expiration of an authorized leave of absence; and
- H. Job abandonment.

### **2.34 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.

### **2.35 Student Code of Conduct and *Handbook***

The Student Code of Conduct and *Handbook* is available online [www.mineralpointschools.org](http://www.mineralpointschools.org)

### **2.36 Teamwork**

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

- A. Getting to know co-workers and their capabilities;
- B. Helping to create a pleasant, caring and enjoyable work atmosphere;
- C. Making use of District technology to effectively communicate with all employees in the District, and;
- D. Making use of District technology in order to perform all job functions well.

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

### **2.37 Wellness**

- A. Educational Environment: District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. The District encourages staff to use foods of a high nutritional value in providing snacks, fundraising activities, and creating an educational environment that supports the promotion of healthy food and beverage choices for students. Using food as a learning or behavior incentive should be kept to a minimum. Incentives shall be healthy food choices. The reduction of a meal as punishment is prohibited.
- B. Employee Wellness: The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees.

### **2.38 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, that employee must file a written complaint 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 state and/or federal law protect such actions.

### **2.39 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.

### **2.40 Work Made for Hire**

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

### **2.41 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 appropriate staff involved and informed of action taken.

C. Notification of Safety and Health Standards: Wisconsin Statute § 101.055 requires the Wisconsin Department of Commerce 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 the 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 Commerce 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 to address the workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred.

See WIS. STAT. § 101.055; Public Employee Safety and Health, *available at* <https://dsps.wi.gov/Documents/Programs/PublicSafety/SBD9301.pdf>

- D. Weapons Prohibition: Firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Licensed peace officers who are serving in their official capacities are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 119.25, 120.13(1), 941.235, 948.60, 948.605, 948.61.
- 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.

## 2.42 Violence in the Workplace

- A. Expectations: Violent behavior or bullying of any kind or threats of violence and bullying, either direct or implied, are prohibited on District property, at District sponsored events, or in communications outside the workplace that may impact an employee at work. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior or bullying shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. Definitions as Used Under this Section:
1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
  2. Workplace Bullying: Behavior in which an employee, former employee, contractor or visitor to a workplace is aggressively, intentionally, or deliberately hostile toward another.
  3. Threat: A communicated intent to inflict physical or other harm on any person or property.
  4. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
- C. Prohibited Behavior: Violence and bullying 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 or at District events.
9. Stalking.
10. Any other act that a reasonable person would perceive as constituting a threat of violence.
11. Intimidation such as name calling or threatening.
12. Social alienation such as shunning or spreading rumors.
13. Written notes, phone calls or electronic messages that are offensive, hurtful, annoying or threatening.

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

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.

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).

## **SECTION 3. GRIEVANCE PROCEDURE**

### **3.01 Purpose**

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

### **3.02 Definitions**

- A. Grievance: A "grievance" is defined as any complaint that arises under this *Handbook* regarding the interpretation, application or violation of this *Handbook*. The grievance should entail:
  - a. Clear concise facts of the grievance;
  - b. The part of the handbook allegedly violated;
  - c. The remedy sought, and;
  - d. Shall be signed and dated by the grievant and/or his/her designee.

- B. Grievant: A "grievant" may be any employee or group of employees.
- C. Day: The term "days" as used in this Article shall mean regularly scheduled workdays, or during the summer, days when the District Office is open, unless otherwise indicated.

### **3.03 Time Limits**

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

### **3.04 Grievance Processing Procedure**

Grievances shall be processed in accordance with the following procedure:

Step One - Informal Resolution: An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. The informal meeting and discussion shall occur within thirty (30) days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievant within ten (10) days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file a written grievance.

Step Two - Written Grievance: If the grievance is not resolved at Step One, the grievant(s) may file a written grievance with the immediate supervisor within ten (10) days of the response in Step One above or if no response is provided within ten (10) days of the deadline for the response. The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the District Administrator.

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

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

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

This step of the process is available only if the alleged violation of District policy or *Employee Handbook* involves discipline, termination, or workplace safety. Grievances involving any other issue may be appealed directly to the Board under Step Five, and the Board shall review the decision that the District Administrator issued in Step Two or Three.

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

An Impartial Hearing Officer shall be chosen from a panel of five (5) names submitted by the W.E.R.C. The employee and the District Administrator shall alternatively strike one name from the list of five (5) until one name remains.

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

The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance and make its decision at the next regularly scheduled Board meeting or special meeting within fifteen (15) days. The Board’s written response shall be received by the grievant within five (5) business days following said meeting.

All Board actions throughout this process shall comply with requirements of Wisconsin’s Open Meetings Law.

### **3.05 Grievant's Right to Representation**

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

### **3.06 Consolidation of Grievances**

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

## **SECTION 4. PAY PERIODS**

### **4.01 Definitions for Payroll Purposes Only**

- A. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.
- C. Pay Period: The pay periods are bi-weekly beginning with the first pay period in July.

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

- D. A vendor becomes a District-approved vendor by meeting the requirements set forth by the District that include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. The District may ask for proof of vendor registration from the employee to ensure a District-approved vendor has been chosen. The total number of vendors shall be limited to no more than 6. If at any time there are no active employees contributing to a particular vendor, that vendor shall be removed from the District-approved vendor list.
- E. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program.
- F. Effective July 1, 2011, or sooner if administratively feasible, if the vendor accepts electronic payments, the District will electronically transmit to the TSA vendor(s) the amount of the salary deferral elected by the employee if the vendor does not accept electronic payments, the District will make the payments by paper check. This new provision for transmitting to vendors will require the District to transmit the amount of salary deferral twice a month, if the vendor provides the District with an invoice twice per month. The salary deferral will be transmitted on or about the date the money is deducted from the employee's paycheck, provided that the District receives the appropriate invoice from the vendor. In unforeseen circumstances, transmittals will be made no later than fifteen (15) business days following the end of the month in which the amount would have been paid to the participant.
- G. Employees may choose to defer either a percent of salary or a specific dollar amount up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50) additional deferral (414(v)(2)(B)(i)), and the "catch up" provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.
- H. The salary reduction limits will be adjusted from time to time to conform to statutory limits.
- I. Catch-Up Contributions
1. Documentation will only be required where the employee's total (and Age 50+) deferrals for the calendar year are in excess of the 402(g) limits.
  2. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the Employee's TSA vendor within thirty (30) calendar days if requested by the District.
  3. The District agrees to provide the employee, upon written request, with timely information available from the District's records, which is necessary to enable the employee to make catch-up deferrals.
- J. General:
1. The employee shall be permitted to change the TSA amount or vendor three (3) times per calendar year, unless otherwise permitted by the District Administrator, provided he/she provides the District with at least ten (10) business days notice prior to the second payroll date of the month. Stopping contributions does not constitute a change. Upon initial enrollment for new employees, the employee shall certify in writing as requested by the District but no more than two times per year (e.g., due to a change in full-time equivalency, absence, other deferrals, etc.), that the percentage or dollar amount of salary reduction withheld from compensation complies with the limits applicable to 403(b) TSA plan deferrals and does not exceed the amount permitted under Section 403(b), 415 and 402(g) of the IRS Code except as provided for below.
  2. In no event shall the employee's contribution exceed one hundred percent (100%) of the employee's compensation less payroll and other required deductions. Employee and employer contributions are 100% vested and non-forfeitable at all times.

3. Loans shall be permitted to the extent permitted by each vendor as detailed in the plan document. Loans are limited to:
  - a. \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the employee's TSA plan on the date the loan is made or (ii) the highest outstanding balance on loans from the employee's TSA plan during the one-year period ending on the day before the date the loan is approved by the plan administrator (not taking into account any payments made during such one-year period); or
  - b. One half of the value of the employee's vested account balance (as of the valuation date immediately preceding the date on which such loan is approved by the plan administrator).
  - c. Contact the vendor or plan administrator for further information on loans.

*Note: Loans are included in taxable income under certain conditions, including: if the loan, when combined with the balance of all other loans from plans of the District, exceeds the limitations described above; or if there is a failure to repay the loan in accordance with the repayment schedule. Because the tax treatment of a loan depends on information concerning aggregate loan balances under all annuity contracts and custodial accounts within the District's TSA Plan (and under all plans of the employer), information about loan balances under the contracts and accounts of other vendors is needed before making a loan. That information may be obtained from the participant, but the plan administrator should also collect and coordinate that information in order to decrease the instances in which participants have taxable income from plan loans.*

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

K. Salary Reduction Agreement:

1. Employees will be required to sign an agreement to authorize TSA deductions from salary. The District, without the consent of the employee, is authorized to modify the salary reduction agreement to comply with applicable legal requirements. The District will provide the employee with reasonable notice concerning any such modification.
2. The District will provide the employee with a dated and initialed copy of the authorized salary reduction agreement once the employer acknowledges receipt of the modified salary reduction agreement.
3. A change in a beneficiary designation shall take effect when the Vendor accepts the election.
4. By authorizing TSA deductions from his/her salary, the Employee acknowledges that the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the Employee's salary reduction funds. Furthermore, the Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.

- L. Deferred Compensation: Employees may defer salary through the Wisconsin Deferred Compensation Plan (457). The plan limitations and salary deferral rights will be those permitted by the TSA unless the Deferred Compensation plan's rules are in conflict, in which case the Deferred Compensation rules shall apply.

## **SECTION 5. COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES**

### **5.01 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 district office.

## **SECTION 6. WORKER'S COMPENSATION**

### **6.01 Worker's Compensation Coverage and Reporting Responsibilities**

Worker's Compensation Insurance shall cover all employees. Any employee who is injured on the job shall report the injury to the personnel office prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form.

### **6.02 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 day sixty (60) of Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each 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.

### **6.03 Injuries Not Covered by Worker's Compensation**

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

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

## **SECTION 7. STAFF LEAVE**

### **7.01 Leave Earned**

- A. Calendar Year Employees: Each employee shall be credited with one (1) day of paid leave per month of employment to a maximum of twelve (12) days per contract year.
- B. School Year Employees: Each employee shall be credited with one (1) day of paid leave per month of employment to a maximum of ten (10) days per contract year.

- C. Crediting of Leave: Leave though credited at the beginning of each fiscal year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.
- D. Part-time Employees: Part-time employees will receive staff leave on a pro-rated basis based upon the number of hours they are scheduled to work.

## 7.02 Leave Use

- A. Leave shall be paid for any absence from work due to the:
  - 1. Personal illnesses, injury or serious health condition of the employee;
  - 2. Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a handicapping condition as set forth in Wisconsin Administrative Code section PI 11.02(23) (Examples of a handicapping condition are: Cognitive disability, learning disability, autism, etc.)
  - 3. Serious health condition of a spouse, child, domestic partner or parent. The number of days under this provision is limited to ten (10) sick leave days per year. Year is defined as July 1 through June 30, which shall be the same as the year defined for the purposes of the federal Family and Medical Leave Act.
  - 4. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
- B. Definitions: the following definitions apply under this section:
  - 1. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 8.02, A (3), all definitions in this paragraph apply except for age eighteen (18).
  - 2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse or domestic partner.
  - 3. Spouse: means an employee's legal husband or wife.
  - 4. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
    - a. Inpatient care in a hospital, nursing home, or hospice.
    - b. Outpatient care that requires continuing treatment or supervision by a health care provider.
  - 5. Domestic Partner: means a relationship between two (2) individuals that satisfies all of the following:
    - a. Each individual is at least eighteen (18) years old and otherwise competent to enter into a contract.
    - b. Neither individual is married to, or in a domestic partnership with, another individual.
    - c. The two (2) individuals are not related by blood in any way that would prohibit marriage under § 765.03, Wis. Stats.
    - d. The two (2) individuals consider themselves to be members of each other's immediate family.
    - e. The two (2) individuals agree to be responsible for each other's basic living expenses.

- f. The two (2) individuals share a common residence. Two individuals may share a common residence even if any of the following applies:
  - 1). Only one of the individuals has legal ownership of the residence.
  - 2). One or both of the individuals have one or more additional residences not shared with the other individual.
  - 3). One of the individuals leaves the common residence with the intent to return.

C. Leave Increments: Sick leave may be allowed in increments of one-half hour.

### **7.03 Leave and Long-term**

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

### **7.04 Overused Staff Leave**

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

### **7.05 Reporting Procedure - Doctor's Certificate**

If at all possible, each employee shall be required to inform his/her supervisor prior to, or within the one hour of his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 7.02 above. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work that may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

### **7.06 Staff Leave Listing**

At least once per year, each employee shall receive a report summarizing his/her leave usage [if applicable] during the previous employment year.

### **7.07 Leave Day Restrictions**

Staff leave days shall not be intended to extend a holiday, vacation, or school recess period. The leave day will not be granted during the first or last week of a semester, on a parent-teacher conference day or on an in-service day. 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. Staff leave shall not be used as vacation or to engage in activities for which the employee will receive compensation from any source. Compensation shall not include payment or reimbursement of expenses. If an employee has reached their maximum for accumulated staff leave, then the first (2) two days of personal leave shall not be deducted from staff leave.



## **7.08 Approval of Leave and the Total Number of Employees on Leave**

- A. A request in writing to the Administrator shall be made as far in advance as possible, normally not less than five (5) days. Emergencies may delay the submitting of the written statement until the employee returns to work.
- B. The Administrator has the right to approve or disapprove all requests.

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

## **SECTION 8. JURY DUTY LEAVES**

### **8.01 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 the court summons him or her when such duty occurs during the employee’s work hours. No paid leave will be provided for jury duty that occurs outside of the employee’s regular work hours or workdays.

### **8.02 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.

### **8.03 Payment for Time Out on Jury Duty**

An employee who is unable to report for work because of jury duty will be paid the regular hours he or she is scheduled to work. The employee will send a copy of the check received from serving on the jury to the District Administrator and/or his/her designee and will be docked that amount (less any travel expenses received) on the next payroll. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

## **SECTION 9. BEREAVEMENT LEAVE**

### **9.01 Bereavement/Funeral Leave for a Death in the Family**

In the event of death in an employee's family, the employee shall be allowed per occurrence 3 day(s) off work with pay. Such days shall not be deducted from the employee’s accumulated sick leave

### **9.02 Additional Bereavement Leave**

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

### **9.03 Part-time Employee**

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

## **9.04 Bereavement Leave Increments**

Bereavement leave may be allowed in increments of two hours.

## **SECTION 10. EMERGENCY LEAVE**

### **10.01 Emergency Leave**

All employees shall be allowed up to three (3) days leave per year with pay (not accumulative and not deducted from sick leave) in case of serious illness, major surgery or serious accident involving a member of the immediate family. The term “immediate family” shall be construed to mean spouse, mother, father, sister, brother, child, grandchild, grandparent, aunt, uncle, whether by blood or marriage. When the three emergency leave days have been used, the employee may use three additional days that will be subtracted from the employee’s accumulated sick leave. The employee should advise the principal at least one day in advance, when possible, of such use of sick leave.

### **10.02 Part-time Employees**

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

### **10.03 Catastrophic Leave**

The District offers a Catastrophic Leave-Sharing Program to give teaching staff a chance to support their colleagues who are facing a major health crisis, whether their own or that of a family member. The program allows employees to provide assistance in the form of donated compensation leave. It was developed as part of the District’s effort to create a caring environment, honor compensation time earned but no longer necessary in a post collective bargain era, and because many members of the school community have expressed a desire to assist their co-workers in this way. While the program establishes a mechanism for compensation leave transfers, participation is entirely voluntary.

## **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 Notice of Return**

- A. Notice of Returning in the Same School Year: 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 returning in the same school year.
- B. Notice of Returning the Subsequent School Year: An employee planning to return to work the following school year shall notify the administration, in writing on or before April 15<sup>th</sup>.
- C. Failure to Provide Proper Notice: 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.

### **12.02 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. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits as provided for under FMLA. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.
- B. Benefits During Leave:
  1. Length of service and other benefits shall not accrue during such leave.
  2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
  3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

- C. Placement upon Return from Leave: 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.

### **12.03 Child Rearing Leave**

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least 60 days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion.
- B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited as follows:
1. Child born or adopted during the summer vacation – the following two semesters.
  2. Child born or adopted during the first semester – the balance of that semester plus the second semester.
  3. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.

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

- C. Benefits during the unpaid child rearing leave:
1. The child rearing leave is an unpaid leave.
  2. During the unpaid child rearing leave, the employee may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
  3. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.

- D. Return from the Unpaid Child Rearing Leave: Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or reduction in force, whichever is applicable.
- E. Interaction with family and medical leave provisions: Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.

#### **12.04 Education Leave**

- A. The Board may grant educational leaves of absence each year without pay to teachers for study, travel, career enhancement, and/or other education-related activities. To be eligible for educational leave, a teacher must have been employed as a teacher in the district for the equivalent of five (5) consecutive full time years.
- B. A teacher may apply for an educational leave by submitting a written request to the Board no later than April 1 of the preceding year. The teacher shall include in his/her written request, the specific purpose of the leave including all details of the study, travel or other education-related activity, monetary benefits, if any, etc. The Board will approve or disapprove educational leave requests at its regular meeting in April on the basis of anticipated professional benefits to the teacher and the benefits to the district's educational program.
- C. During the educational leave period, the teacher shall maintain his/her seniority, if related to the area of certification for all purposes where seniority is a factor and shall be allowed to participate in the teacher's group medical insurance program by paying all insurance premium costs. Upon his/her return from the educational leave, the teacher:
  - 1. Shall be granted a position within his/her certification area.
  - 2. Shall be credited with a year of experience, if in the related area of certification, on the salary schedule for his/her educational leave experience and shall advance accordingly on the schedule.
  - 3. Shall be entitled to any other monetary and non-monetary benefits in force at the time of his/her return.

#### **12.05 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons**

- A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least 10 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 unpaid leave of absence shall not exceed one (1) calendar year
- B. Benefits During Leave:
  - 1. Length of service and other benefits shall not accrue during such leave.
  - 2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
  - 3. During the unpaid leave, the employee shall retain accumulated paid leave.
- A. Placement upon Return from 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.

## **SECTION 13. BENEFITS APPLICABLE TO ALL EMPLOYEES**

### **13.01 General Benefits and Insurance**

The Board shall provide dental/vision benefit, health insurance, life insurance, and long-term disability to eligible employees. The program and coverage will be selected and determined by the Board

A. Eligibility.

1. Minimum Hours: An employee whose individual contract has an assignment of at least 50% of full-time equivalency with a hire date prior to January 1, 2015 is eligible to participate in the District's benefits. Full-time equivalency is defined as eight (8) hours per day. An employee whose individual contract has an assignment of at least 75% of full-time equivalency with a hire date after January 1, 2015 is eligible to participate in the District's benefits. Full-time equivalency is defined as eight (8) hours per day. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 75% of a full-time equivalency with a hire date after January 1, 2015 are not eligible to participate in the District's benefits and insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: An employee, hired prior to January 1 2015, whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution pro-rated, consistent with the employee's percentage of employment.

B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment and terminate according to the following schedule:

1. If an employee resigns, is non-renewed, or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation, nonrenewal, or termination becomes effective.
2. If an employee resigns, is non-renewed, or is terminated who has completed the school year; his/her insurance benefits shall terminate as of August 31 for health insurance and June 30 for life insurance and long-term disability.

### **13.02 Cafeteria Plan/Flexible Spending Account**

The District will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account [FSA] under applicable sections of the Internal Revenue Code (§ 105, § 106, § 125 and § 129) to permit employees to reduce their salary and contribute to an FSA to cover the following expenses:

- A. Payment of insurance premium amounts (IRC § 106);
- B. Permitted medical expenses not covered by the insurance plan (IRC § 105) to a maximum of two thousand seven hundred fifty dollars (\$2,750) per calendar year until 2 months and 15 days after year end, and
- C. Dependent care costs (IRC § 129) to a maximum of five thousand dollars (\$5,000) per calendar year subject to the limitations set forth in the Internal Revenue Service Code.

Effective July 1, 2021: An employee may designate, under the flexible reimbursement plan/cafeteria plan, a maximum of two thousand seven hundred fifty dollars (\$2,750) of eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year.

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections (§ 105, § 106, § 125 and § 129).

### **13.03 Dental/Vision Benefit**

The Board shall provide dental/vision insurance to eligible employees. Benefit to equal to the family and single entitlement of all participants. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board

A. Eligibility.

1. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
  - a. Coverage under one family plan; or
  - b. Two single plans; or
  - c. One single plan and one cash-in-lieu benefit

B. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay 100% of the contribution amount or fixed dollar amount of the single premium of the lowest cost dental vision insurance plan.
2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay 100% of the contribution amount or fixed dollar amount of the family premium of the lowest cost dental/vision insurance plan.

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

### **13.04 Health Insurance**

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

A. Eligibility.

1. 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:
  - d. Coverage under one family plan; or
  - e. One cash-in-lieu benefit instead of a family plan [subject to the eligibility of the insurance carrier]; or
  - f. Two single plans; or
  - g. One single plan and one cash-in-lieu benefit

B. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 88% contribution amount or fixed dollar amount of the single premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.
2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than 88% contribution amount or fixed dollar amount of the family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

### **13.05 Liability Insurance**

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

### **13.06 Life Insurance**

The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. The District shall pay for a term life insurance policy equal to one times an employee's current salary equal to the next highest one thousand dollars (\$1000) of each eligible employee's salary. The employee shall pay the remaining portion of the premium. The employee benefit reduces at age 70 and employees should read the clause on the certificate for details.

### **13.07 Long-Term Disability**

The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. The District shall pay 100% for long-term disability insurance. The benefits will be equal to 90 percent (.36 per 100) of the employee's monthly wages. Coverage shall begin after the 60th consecutive calendar day of disability.

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

Implementation of the Alternative Benefit Plan is for eligible employee and includes administrators:

- A. Employees who choose the ABP option will be required to sign up by June 1 and commit to this change to be effective the following July 1.
- B. In order for this proposal to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. The District makes such determination of the additional expense in its sole discretion.
- C. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an "open enrollment" opportunity to enroll in the group health insurance plan.
- D. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.
- E. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan between:
  1. Participation in the District's health plan, with the premium payment covering such employees, or
  2. A cash payment equal to the amount listed in the applicable part of the *Handbook* covering such employees.



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

School Year	ABP Annual Amount
2022-2023	\$3,500.00 (\$ amount equal to district's share of single policy)

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at eighty percent (80%) or more of a full-time contract who selects the cash compensation shall receive a pro-rated amount of the District's contribution based upon the part-time employee's percentage of full-time employment.

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

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

1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee shall be permitted to change the TSA amount or vendor up to three (3) times per calendar year provided he/she provides the District with at least thirty (30) calendar days notice.
2. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.

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

I. Beginning Eligibility Date for Alternative Benefit Plan Payments:

1. New Employees. Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (July 1) However, the District will use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.
2. Current Employees. Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception (such as an employee getting married, loss of spouse coverage, etc.), employees must make a written annual cafeteria plan election prior to each July 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

## 13.09 COBRA Law Continuation of District Health Plan Participation

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

- A. **Qualifying Events:** An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District-sponsored coverage is lost due to the occurrence of any of the following qualifying events:
1. Voluntary or involuntary termination of employment for any reasons other than "gross misconduct." (e.g., resignation or retirement);
  2. Death of the covered employee;
  3. Divorce or legal separation from the covered employee;
  4. Loss of "dependent child" status;
  5. Eligibility for Medicare entitlement;
  6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.
- B. **Period of COBRA Continuation:** In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.
- C. **COBRA Extension [Second qualifying events]:** A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:
1. The employee's death;
  2. Divorce or legal separation;
  3. The covered employee becomes eligible for Medicare;
  4. A child loses his or her "dependent child" status.
- \*Note:* The second event can be a second **qualifying** event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.
- D. **Premium Cost & Payment:** The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.
- E. **Termination of Coverage:** Employee continuation coverage may be terminated automatically if:
1. The employee fails to make a monthly premium payment to the District on time;
  2. The employee obtains similar coverage through a different employer;
  3. The employee becomes eligible for Medicare and converts to an individual policy;
  4. The District terminates its health plan;
  5. The employee's guaranteed continuation period expires.

The employee or a qualified beneficiary 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.).

## **SECTION 14. 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 15. 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 such tribunal thereto, should restrain compliance with or enforcement of any sections, or addendum, the remainder of this agreement shall not be affected thereby.

## **SECTION 16. QUALITY IMPROVEMENT COMMITTEES**

### **16.01 Quality Improvement Committee**

The Personnel Quality Improvement Committee is made up of representatives from professional and 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 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.

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



## **SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL**

### **1.01 Standard for Nonrenewal for Teachers**

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. No teacher shall be non-renewed for arbitrary or capricious reasons. Nonrenewal is covered by the grievance procedure under this *Handbook*.

### **1.02 Standard for Discipline and Termination**

The District Administrator is solely responsible determining appropriate 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*.

### **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 prior to the meeting. 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.

## **SECTION 2. PROFESSIONAL HOURS/WORKDAY**

### **2.01 Normal Hours of Work**

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

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period. A normal day is defined as, at the elementary level including one preparatory period (encore time), and at the secondary level six periods of core or encore classes, one preparation period, and one professional period. The Building Principal shall establish the actual workday start and end times for each building.

**Preparation Period (Certified).** A Preparation period shall mean an assigned period set aside for all teachers to be used for professional preparation and planning purposes. All classroom teachers shall be assigned a preparation period within the school day. The preparation period shall be the same length as the normal classroom period.

**Professional Period (Certified).** A Professional period shall mean an assigned period set aside to be used to serve students and associated needs within the building as directed by the building principal (study hall, lunch room duty, resource room, etc.). All classroom teachers may be assigned a professional period within the school day. The administration shall make every effort to see that adjunct duty responsibilities of teachers are equally shared by all of the teachers at a particular school, and that these responsibilities are scheduled as far in advance as possible so that teachers may plan their instructional preparations activities to accommodate for them. A teacher with an overload (more than six periods of core or encore classes) shall not be assigned a professional period and shall be compensated for additional assignments per semester.

## **2.02 Administratively Called Meetings**

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

Other Administratively Called Meetings: The notification and duration provisions of section 2.02, subsection A above do not include nor shall they apply to meetings of individual educational plans teams, the preparation of individual education plans, parent-teacher conferences, department meetings or activities of similar nature, which are normally conducted at other times. Teachers are required to attend such events regardless of the date, time or duration of said meetings. Teachers who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

## **2.03 Attendance at School Events**

Teachers are required to attend all mandatory school events, including but not limited to: meet the teacher night, open houses, parent teacher conferences, all school fairs, musical programs, and/or other District or building events that occur after the normal workday. Teachers shall be given no less than thirty (30) calendar days notice of such events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the school event.

## **2.04 Consultation with Parents**

Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children. Such consultation may be in the form of phone contacts, home visitations, emails, progress reports, and in-person appointment, etc., in addition to the scheduled parent/teacher conferences.

## **2.05 Flexible Scheduling during Workweek**

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

## **2.06 Emergency School Closures**

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

## **2.07 School Calendar**

The Board shall determine the school calendar. The calendar shall consist of 190 workdays. 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 teaching. In addition to maintaining high standards of excellence for the students and school, the teacher will make him/herself available during the contractual year and day to his/her colleagues for assistance, to the District for services beyond those specifically required as part of his/her individual contractual duties, and to the community as a valuable resource.

## SECTION 4. Teacher Supervision and Evaluation

### 4.01 General Provisions

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

- A. “Day” and “Days”: The words “day” and “days” in this article mean working school days, excluding holidays, weekends, etc.
- B. “Continuing Teacher”: A continuing teacher is a teacher who has taught more than three years in the District under a full-time or part-time regular teaching contract.
- C. Probationary Teacher: A probationary teacher is a teacher who has taught less than three years in any District under a full-time or part-time regular teaching contract.

### 4.02 Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a certified building principal, person with functional oversight, or district administrator. The administrator may be a District employee or a non- District employee who is a certified administrator.

### 4.03 Evaluation Process

During the 1 <sup>st</sup> month	All teachers establish Student Learning Objectives	<i>SLO Selection and Approval Form</i>
During the 1 <sup>st</sup> month	All teachers conduct self-assessment and create professional practice goal(s) to be discussed at Goal Setting Conference	<i>Self-Assessment Form</i>
End of first week in October	Final approval of quarter- or semester-long Student Learning Objectives to be discussed at Goal Setting Conference	<i>SLO Selection and Approval Form</i>
By October 15	All teachers survey students for first time	<i>Learner Surveys, Learner Survey Growth Plan</i>
By October 31	Final approval of year-long Student Learning Objectives to be discussed at Goal Setting Conference	<i>SLO Selection and Approval Form</i>
By end of 1 <sup>st</sup> grading period	First formal observation of all new/in need of improvement teachers	<i>Formal Observation/Formative Feedback Form</i>
By December 15	New teachers survey students for second time	<i>Learner Surveys, Learner Survey Analysis</i>
By January 15	Second formal observation of all new/in need of improvement teachers; First observation of all continuing contract teachers	<i>Formal Observation/Formative Feedback Form</i>
Mid-year	All teachers conduct mid-year review of Student Learning Objective	<i>Mid-Year SLO Review Form</i>
Before February 1	Interim Performance Review for new/in need of improvement teachers	<i>Interim Performance Report, Mid-Year SLO Review Form, Documentation Log</i>
By February 15	Continuing contract teachers survey students for second time	<i>Learner Surveys, Learner Survey Analysis</i>
By May 1	Second observation of continuing contract teachers	<i>Formal Observation/Formative Feedback Form</i>
By May 1	Review Documentation Log for all teachers	<i>Documentation Log</i>
By May 15	All teachers submit end-of-year review of Student Learning Objective	<i>End-of-Year SLO Review Form</i>
By May 31	Student Learning Objective scoring complete	<i>SLO Score Report</i>
By last week of school	Summative evaluation and conference of all teachers	<i>Summative Performance Report SLO Score Report</i>

- B. Acknowledgement of Receipt and Response: The teacher will acknowledge receipt of documents related to supervision and evaluation by electronically signing and dating. The teacher shall have the right to attach a report with any remarks concerning the document(s) electronically. Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument. A teacher may attach a response to any document related to this process after the teacher's receipt of the evaluation document(s) listed above. The file copy of the evaluation and any comments or objectives shall be signed by both parties to indicate awareness of the content. The following statement shall be part of the instrument:

*"The signatures do not indicate agreement or disagreement but merely certify that the observation and conference as noted were held and that the opportunity was available for attaching written clarification/objections at the time of signing."*

The supervisor must initial the response.

- C. Copy of Evaluation Procedures: A copy of the evaluation forms are included in the *Teacher Effectiveness Handbook* on the District website and in school building offices.
- D. Plan of improvement: Plan of Improvement is the supervision and evaluation procedure applied to continuing teachers whose performance has not met expectations as of the most recent evaluation conference. Plan of improvement is designed to improve the overall performance of a veteran teacher whose overall performance has not met expectations. Continuing teachers whose overall performance has not met expectations may, at the discretion of the District, receive plan of improvement or may be non-renewed pursuant to § 118.22, Wis. Stats. If in the District's discretion plan of improvement is offered, the process shall be as follows:
1. Goal of Plan of Improvement: The goal of plan of improvement is for the teacher to meet expectations. The plan of improvement plan will be designed to meet the specific needs of the teacher and the performance expectations of the District.
  2. Content of Plan of Improvement: It may include a description of the teacher's deficiencies, a description of appropriate performance, a goal setting plan to help the teacher develop required skills, a schedule of supervisory activities including at least one evaluation, and a target date by which time the teacher will perform satisfactorily. The plan is not limited to, but might include, the following interventions: any means of staff development defined in the District staff development plan, observations and/or support by experts outside the District, and/or peer coaching or mentoring.
- F. Initial Educator Professional Development Plan: The individual teacher who holds an Initial Educator License is responsible for developing a Professional Development Plan (PDP). The PDP must demonstrate increased proficiency and professional development based on the Wisconsin Educator Standards. The Initial Educator is also responsible for initiating an annual review of the PDP by the Initial Educator's Review Team (IERT) that is convened by the Initial Educator.
1. Mentor for Initial Educator and a teacher new to the District (who holds a current Wisconsin teaching license)
    - a. An initial educator will be provided a qualified mentor by the District. A teacher new to the District, but not an initial educator, may also be provided a qualified mentor by the District. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contract other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.
    - b. If a continuing teacher is selected as a mentor, he/she shall be paid a stipend for the period served as a mentor (from August of the first year through October of the subsequent year) for an initial educator.



- c. The mentor or mentee may request the District assign 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 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 will serve as the mentor until such time as the suitable replacement is found. In the event a mentor is replaced, compensation will be prorated for the period served as a mentor.
  - d. The District will make a good faith effort to assign an individual mentor for each teacher new to the District; however, a mentor may elect to work with more than one employee.
- G. **Teacher Leadership Roles:** If the administration creates faculty or department teams or committees, it shall consult with interested teachers 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 to one or more of the teams, departments or committees. Final decision-making authority shall rest with the administration.

## **SECTION 5. Teacher Assignments, Vacancies and Transfers**

### **5.01 Teacher Assignments, Vacancies and Transfers**

- A. **Determination of Assignment:** Teachers will be assigned or transferred by the District Administrator and/or school principal.
- B. **Assignment Preference Consideration:** Teachers may express in writing to the District Administrator and/or school principal their preference of: a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position that may open during the summer, application for a transfer should be made in writing to the District Administrator. Insofar as possible, consideration shall be given these requests.
- 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 10 days. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the District's website. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications required for the position.
- D. **Process for Filling Vacancies:** An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.
- E. **Involuntary Transfers:** When the District determines that an involuntary transfer of an employee is necessary, it may, at its discretion, 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 and/or principal that 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.

## 5.02 Teacher Absence and Substitutes

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to enter the absence into Frontline~Absence Management. If possible, such notification should be made the evening prior to the time of absence, or before 6:00 a.m. This will help to provide time for obtaining a substitute teacher.

## 5.03 Summer School Assignments

When possible, summer school subjects should be made known on or before May 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.

## 5.04 Extended Contracts

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

## 5.05 Job Sharing

- A. Definition: Job sharing is defined as a voluntary program to provide the opportunity for two or more employees to share a position that will be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works. Job sharing may be allowed for reasons such as child rearing, health (member or member's family), continuing education, semi-retirement, transition to other employment, or any other reason deemed appropriate.
- B. Approval: Job sharing must be jointly approved by the District and the teachers who wish to participate.
- C. Eligibility: In order to be eligible to participate in the job sharing program, applicants must:
  - 1. Agree to sign a one-year contract for the shared position.
  - 2. Agree to return to full-time status, or to be non-renewed, at the option of the District, in the event the shared position is eliminated or if one of the participants in the shared job is unable to continue in the shared assignment.
  - 3. Be certified to teach those subjects/grade levels involved in the shared job.
- D. Assignment: Shared job holders shall be assigned specific job responsibilities at the time the job-sharing contract is signed. The list of job responsibilities shall be appended to the individual contract and shall minimally include, but not be limited to:
  - 1. A description of the job to be shared, the percent of full-time, the salary, benefits, effect on length of service, unemployment, etc.
  - 2. Allocation of preparation time and planning responsibilities between the job sharers.
  - 3. Grade reporting requirements (if different than normal).
  - 4. Faculty meeting and parent conference responsibilities.
  - 5. Extra-duty assignments and compensation.
  - 6. Any other unusual or unique working conditions that may be applicable.
- E. Insurance Benefits: The District shall pay insurance premiums for each job sharer in an amount prorated in accordance to their full-time equivalency subject to the eligibility rules of the insurance carrier. The total provided shall not exceed an amount equal to the benefits for one full-time employee. Job sharers may retain

full fringe benefits purchased by payroll deduction of the difference between the District's prorated share of the premium and the full amount of the premium.

### **5.06 Staff In-Service Presentations - In District (Mostly voluntary)**

The District can benefit from the training and expertise of its staff.

- 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 district 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: Up to four (4) hours at \$25 per hour or \$100 total.
  - 2. Presentation Time: \$25 per hour for each hour of presentation.
- C. Repeated Session(s) Compensation
  - 1. Planning Time: Up to three hours at \$20 per hour or \$60 total.
  - 2. Presentation Time: \$20 per hour for each hour of presentation.
- D. Multiple Presenters: When multiple presenters are used, the above amounts may be divided amongst the presenters as determined by the District.

## **SECTION 6.           REDUCTION IN FORCE, POSITIONS & HOURS**

### **6.01 Reasons for Reduction in Force**

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

### **6.02 Notice of Reduction**

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The nonrenewal notice shall specify the effective date of the nonrenewal, the right to a private conference under § 118.22, Wis. Stats and will refer the employee to the Reduction in Force provision in this *Handbook*.

### **6.03 Selection for Reduction – Steps**

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reducing staff.
- B. Step Two - Volunteers: Volunteers will be non-renewed first. The District will provide the volunteer(s) with a nonrenewal notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section will put his/her request in writing. The District will only accept volunteers if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work.

C. Step Three - Selection Of Area For Reduction/Layoff

Before selecting individuals for nonrenewal, the District shall first select the affected grade levels and or department/certification areas for nonrenewal (full nonrenewal or a reduction in hours). The term "department" shall mean the subject area in which the teacher taught during the current school year. Examples of departments are math, English, history, science, physical education, etc. The number and type of departments and grade levels affected is at the discretion of the Board.

D. Step four - The District shall utilize the most recent summative evaluation that rated teachers using a four-point scale and the corresponding performance appraisal rubric for each standard for determining the employee for nonrenewal.

Academic Training: In the event that staff has identical evaluation rankings, educational attainment will be considered.

## **6.04 Reduction in Hours Resulting in Nonrenewal**

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

## **6.05 Insurance Benefits Following Nonrenewal**

Please see Part I, Section 15, and COBRA, subsection 15.11 for a full explanation of insurance continuation options.

# **SECTION 7. PROFESSIONAL COMPENSATION**

## **7.01 Salary Schedule**

The basic salaries of employees covered by this *Handbook* are set forth in Appendix A 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 per-diem rate [extended contract or furlough days shall not be used in this calculation.]
  2. The per-diem rate divided by 8 hours per day equals the per-diem hourly rate.

## **7.02 Initial Salary Schedule Placement**

The Board, in its sole discretion, may place newly employed employees at a salary that exceeds his/her actual years of service. The District may place newly employed employees in shortage areas at a salary that exceeds his/her actual years of service.

## **7.03 Salary Step Movement after First Year of Employment**

Employees beginning employment prior to the end of the first semester who have provided satisfactory service, as determined by the District, will advance to the next step the ensuing contract year on July 1 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 non-performance. An employee with an overall three year summative evaluation of distinguished will advance a double step in the summative year only provided funds are available.

## **7.04 Educational Lane Adjustments and Credit Reimbursement**

- A. Accreditation: Only credits earned from an institution recognized by the North Central Association Commission on Accreditation and School Improvement Institute of Higher Education [NCA], or earned at an institution accredited by another accrediting agency recognized by the NCA, will be eligible for movement across the salary schedule.
- B. Prior Approval: the District shall approve all credits intended to be used for salary schedule lane movement or credit reimbursement.
  - 1. To qualify for the master degree schedule, an employee shall have gained the degree either in the field in which he/she is teaching or in an alternative field with prior approval of the District Administrator and/or his/her designee. When a master's degree does not exist in his/her present teaching field, a teacher may qualify with comparable graduate study in that or another field, subject to the prior approval of the District Administrator and/or his/her designee.
  - 2. Transfer from one group or "lane" to another shall be made at the beginning of the school year following attainment of the necessary credentials.
  - 3. Credentials must be certified by a college registrar or other proper college official.
  - 4. Credit information for moving from one lane to another and/or for reimbursement must be in the office of the District Administrator by August 1, and the work must be completed by September 1 of the contract year.
  - 5. Certified staff requesting credit reimbursement for work completed, and have not already received reimbursement in the form of scholarship or state/federal reimbursement, will receive one hundred fifty (\$150) dollars per credit. To receive reimbursement, proof of payment in the form of a paid receipt from the registrar's office shall be submitted, along with transcripts, to the Business Office after completion of the coursework and the employee shall remain in the district for three years following the reimbursement.

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

When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee's contract, the employee shall be paid at the minimum rate of \$25.00 per hour or 80% of their current annual per diem, whichever is higher. The employee's immediate supervisor, in his/her sole discretion, shall determine the length of time and maximum number of hours for completion of the project. The compensation above will be paid when the project has been completed and approved by the applicable administrator. Other projects within the employee's scope of employment that are approved by the District Administrator (or designee) shall be paid at the curriculum projects rate.

## **7.06 National Board Certification**

An employee, who earns certification from the National Board for Professional Teaching Standards, or a Master Teacher designation if the National Board for Professional Teaching Standards is not available in the employee's certification area, shall have his/her salary increased by \$1,500 annually as funds are available at the discretion of the board.

## **SECTION 8.        BENEFITS**

### **8.01 Sick Leave Accumulation**

Sick leave will accumulate for full-time and part-time employees to a maximum of one hundred ten days (110). Teachers who exceed 110 days accumulative at the end of the contract year, will be paid for one-half (1/2) of the excess days over 110 at the daily rate (basic schedule and credit pay) for his/her current teaching contract. Upon payment of these excess days said teacher will drop back to 110 accumulated sick days.

### **8.02 Wisconsin Retirement System (WRS) Contributions**

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

### **8.03 Post Employment Accumulated Sick Leave Benefit**

- A.        Upon retirement after the age fifty-five (55), the teacher shall be paid fifty per cent (50%) of his or her accumulated sick leave not to exceed one hundred and ten (110) accumulated days on the basis of his/her last teaching contract. The retirement must be recognized as such by the Wisconsin State Teacher's Retirement System.
  
- B.        In the event of death of a teacher while under contract with the district, fifty per cent (50%) of his/her accumulated sick leave not to exceed one hundred and ten (110) accumulated days will be paid to the teacher's dependents, if any, or to his/her estate. If death occurs during the summer when the teacher is between contracts, the amount of his or her benefit will be determined on the basis of the last completed contract. This section applies to only those teachers who have completed a minimum of ten (10) years of teaching in this district, and who have not been on either disability leave or other extended leave or on full layoff status for more than ninety (90) days during the school year in which death occurs or, if death occurs during the summer when the teacher is between contracts, the immediately preceding school year.

***PART III – NON-EXEMPT STAFF WITHOUT  
INDIVIDUAL CONTRACTS UNDER S.S. 118.22***



## SECTION 1. DISCIPLINE AND DISCHARGE

### 1.01 Standard for Discipline and Termination

The District Administrator is solely responsible for determining appropriate 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*.

### 1.02 Representation

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

### 1.03 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 employee shall be issued an annual letter of appointment.

### 2.02 Regular Workday and Starting and Ending Times

A regular full-time workday is eight (8) hours, excluding lunch time. Because of different schedule requirements, 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.

### 2.03 Regular Work Week

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

### 2.04 Part-time Employees

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

### 2.05 Additional Hours and Overtime - Approval and Assignment

- A. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor.
- B. Assignment: Overtime assignments shall be assigned at the discretion of the District.
- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated on the back of the employee's time sheet. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.



## 2.06 Lunch Period

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

## 2.07 Breaks

Employees scheduled to work at least four (4) hours per workday shall receive one (1) fifteen (15) minute paid break. Employees scheduled to work at least eight (8) hours per workday shall receive two (2) fifteen (15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor.

Hours Worked	Break(s) and Lunch Period Scheduling
0 to 3.99 hours	0 minutes
At least 3.5 to 5.99 hours	15 minutes
At least 6.0 to 7.99 hours	15 minutes and 30 minute duty-free lunch
At least 8.0 or more hours	(2) 15 minutes and 30-minute duty-free lunch

## 2.08 Time Sheets or other Form of Electronic Tracking of Hours Worked

Time sheets shall be used by all employees. Employees shall track their own time on time sheets when reporting to work. If an employee leaves the premises for any personal reason, the time sheet is to be used to reflect out and in times upon return. Employees shall update their own time sheets when leaving for the day.

## 2.09 Emergency School Closings

- A. All scheduled custodians and essential secretaries are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible.
- B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Any employee not at work when school is closed for an emergency shall not be paid for that day. Employees shall be required to make up days in the event that the District schedules make-up days.
- C. If employees report to work and a decision to close schools is made after that time, those employees will only be paid for the actual hours worked on such day.

## 2.10 Flexible Schedule

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

## 2.11 Call-In Pay

Employees called in to work hours outside of their regular work schedule that are not contiguous with their regular work schedule, except as noted below, and 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.

## 2.12 Attendance at Meetings

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

## SECTION 3.            REDUCTION IN FORCE, POSITIONS & HOURS

### 3.01    Reasons for Reduction in Force

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

### 3.02    Notice of Reduction

The District will give at least fourteen (14) calendar days notice of layoff. The layoff notice shall specify the effective date of layoff, that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address, and that it will refer the employee to the Reduction in Force provision in this *Handbook*.

### 3.03    Selection for Reduction – Steps

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing layoffs.
- B. Step Two - Volunteers: Requests for volunteers will be sent to employees within each job category. Volunteers will be laid off first. An employee who volunteers to be laid off will put his/her request in writing. The District will only accept volunteers if in the District's opinion the remaining employees in the job category are qualified to perform the remaining work.
- C. Step Three - Selection For Reduction/Layoff: The District shall select the employee in the affected job category for layoff or reduction in hours.
  1. Job categories for the purpose of this section shall be defined as:

a.     Custodian	b.     Lead Custodian
c.     Clerical	d.     Instructional Assistant
  2. The District shall utilize the following criteria in order of application for determining the employee for layoff or reduction in hours:
    - a. Educational Needs of the District: Will be those needs as identified and determined by the District Administrator as approved by the school board through normal channels in accord with its constituted authority.
    - b. Qualifications as established by the Board: Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.
    - c. Qualifications of the Remaining Employees in the affected job category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as approved by the board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and
    - d. Length of Service of the Employee.
      - 1) Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
      - 2) Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.

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

### **3.04 Reduction in Hours**

Employees who are reduced in hours shall not lose any benefits they have accrued. Benefits are defined by length of service, sick leave, and vacation earned as an employee. Reduced in time employees shall be treated as part-time employees under this *Handbook*. Any employee who is reduced in hours (partial layoff) may choose to be fully laid off.

### **3.05 Insurance Benefits during Layoff**

Please see Part I, Section 15, COBRA, subsection 15.11 for an explanation of insurance continuation options.

### **3.06 Accrued Benefits during Layoff**

Laid-off employees shall suffer no loss of sick leave, vacation or other accrued benefits when rehired. Sick leave days, vacation, and length of service time shall not accrue while an employee is on full layoff status.

### **3.07 Other Employment during Layoff**

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

## **SECTION 4. ASSIGNMENTS, VACANCIES, TRANSFERS**

### **4.01 Job Posting**

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally simultaneously for a minimum of ten working days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the District's website.

### **4.02 Trial Period**

A District employee who is selected for a vacancy will serve a trial period in the new position. The trial period will be for ten working days. Prior to the expiration of the trial period, either the employee or employer may declare the trial period unsatisfactory and the employee shall return to his/her former position. The decision to return the employee to his/her position is not subject to the grievance procedure.

### **4.03 Involuntary Transfers**

When the District determines that an involuntary transfer of an employee is necessary, 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.

## **SECTION 5. PAID VACATION**

### **5.01 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:

<b>Number of Years Worked</b>	<b>Vacation Days Earned</b>
After one (1) year of service	5 days
After two (2) years of service	10 days
After seven (7) years of service	15 days
After fifteen (15) years of service	20 days

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, 2016 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  $9/12 * 5$  days on July 1, 2016 or 3.75 days. The employee under this example would be entitled to five (5) days of vacation on July 1, 2016. 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 Part III. Eligible employees in the District shall receive the preceding vacation depending on years of service as measured each July 1st. For calculation purposes vacation is earned based upon the prior year's service. For part-time employees, vacation pay shall be pro-rated based on the average number of hours worked per week during the previous year.

### **5.02 Scheduling of Vacation**

Vacation time may be taken in full blocks, or in shorter blocks not less than one hour as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days notice may be approved by the 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. All vacations shall be taken during the school vacation months except by special arrangement with the immediate supervisor or his/her designee.

### **5.03 Vacation Accumulation**

An employee may carry over a total of five vacation days from the prior year to the next year's vacation amount. Carry over days do not accumulate and will expire at the end of the carry over year. Vacation days, in excess of the days carried over above, not used by the end of the applicable twelve month period, i.e. June 30<sup>th</sup>, shall be forfeited.

### **5.04 Payment upon Termination/Transfer to a Position Not Eligible for Vacation**

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

### **5.05 Holidays during Vacation**

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

## **SECTION 6. HOLIDAYS**

### **6.01 Holidays Defined**

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

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

January 1 (falls on Sat, Dec 30 paid)	Thanksgiving Day
Memorial Day (Federal)	Day after Thanksgiving Day
Good Friday	December 24
July 4	December 25 (falls on Sat, Dec 23 paid)
Labor Day	December 31

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

Labor Day	Thanksgiving Day
December 24	December 25 (falls on Sat, Dec 23 paid)
Memorial Day	New Years Day (falls on Sat, Dec 31 paid)

### 6.02 Holidays Falling on Weekends

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

### 6.03 Holidays Falling on Student Contact Days

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

### 6.04 Work on a Holiday

Employees who are called in to work on any of the above-mentioned holidays shall be paid time and one-half for all hours worked in addition to the holiday pay.

### 6.05 Holidays during Vacation

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

### 6.06 Eligibility for Holiday

In order to be eligible for holiday pay, an employee must work the employee's scheduled workdays immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by the 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 7. WAGE COMPENSATION AND EXPENSES

### 7.01 Wage Schedule

Appendix B, Wage Schedule, shall be attached hereto.

### 7.02 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.

### **7.03 Out-of-Classification Pay**

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

### **7.04 Rate of Pay upon Promotion**

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

### **7.05 Uniforms, Protective Clothing and Tools**

#### **A. Uniforms:**

1. All food service and custodial employees of the District shall 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 a stipend per employee toward new uniforms on a schedule established by the District.
2. All employees shall be required to clean and maintain their work shirts and work/pants.
3. The District Administrator shall determine a supplier of uniforms and all employees shall place their respective orders through this supplier.
4. The District Administrator shall determine the style, color, and type of fabric of said uniforms.

### **7.06 Expenses**

Employees required, or approved, by the District to attend conferences, seminars, and in-service training sessions shall not receive reimbursement for travel, meals, lodging, and registration unless prior approval has been received to exceed the amounts. The District reimbursement schedule is listed below. Employees will be reimbursed at the following rates, or actual cost, whichever is less.

Breakfast	\$7.00	Lodging	\$77.00 per night
Lunch	\$11.00	Registration	Actual cost of registration
Dinner	\$23.00	Mileage:	Standard IRS Rate for mileage reimbursement

## **SECTION 8. JOB RELATED TRAINING / LICENSURE**

### **8.01 In-Service Training**

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

### **8.02 Job-Related Education and Training**

The District shall, upon prior approval of the District Administrator and/or his/her designee, reimburse employees not to exceed Two Hundred Fifty dollars (\$250.00) per contract year for job related education and training, as determined by the District Administrator and/or his/her designee, to be done on the employee's own time. Such training or education shall not be done during the employee's working hours, nor shall it result in overtime. The employee will receive his/her regularly scheduled hourly wage if the District Administrator and/or his/her designee requires the employee to attend job related education and training during the employee's regularly scheduled work day.

### **8.03 License Renewal Reimbursement for Special Education Assistants**

Special education assistants who have been employed by the District as a special education assistant for at least five years and who are required by the District and by the Department of Public Instruction to possess a DPI Special Education Aide License #883 shall be reimbursed by the District for up to seventy-five dollars (\$75.00) for the cost of renewal of the #883 license. The reimbursement shall occur at the time of the DPI's approval of the special education assistant's application for license renewal. The reimbursement is not applicable if the special education assistant has worked less than five years with the District or if the seventy-five dollars (\$75.00) is to be applied toward the cost of the special education assistant's initial five year special education aide #883 license.

## **SECTION 9.**

## **EMPLOYEE EVALUATIONS**

### **9.01 Evaluation**

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

### **9.02 Procedures**

The District will orient all employees regarding evaluation procedures.

### **9.03 Frequency**

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

### **9.04 Receipt of Evaluation**

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

### **9.05 Comments, Disputes**

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

### **9.06 Evaluators**

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

## **SECTION 10.**

## **RESIGNATION FROM EMPLOYMENT**

### **10.01 Notice of Termination of Employment**

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

## SECTION 11. Benefits

### 11.01 Annuity Contributions

The Board will pay each bargaining unit member a sum equal to the most recent WRS state rate for employer contributions multiplied by their previous year's gross regular time wages for each employee. This sum is to be placed into a tax sheltered annuity program specified by the employee. This sum will be calculated in February and the employee notified. An employee must have worked a minimum of ninety (90) days in the district prior to February 1 to be notified not later than March 15 by the employee as to the employee's choice of annuity program. The annuity payment will be prorated for new employees who qualify but do not have a full year of employment with the district. The annuity for first year employees will be calculated using probation compensation from the previous year. The annuity payment will be made to the designated company by March 31. If an employee terminates employment during the contract year, the annuity payment will be calculated prorating the previous year's wages. Employees terminating employment between March 31 and June 30 will have this portion of the annuity payment deducted from their final paycheck.

### 11.02 Sick Leave Accumulation

Sick leave will accumulate for full year and school year employees to a maximum of sixty (60) or forty-five (45) (depending upon the maximum days allowed for the classification the employee is in). Employees who exceed 60 or 45 days accumulative at the end of the contract year, will be paid for one-half (1/2) of the excess days over 60 or 45 at the daily rate (basic schedule and credit pay) for his/her current contract. Upon payment of these excess days said employee will drop back to 60 or 45 accumulated sick days.

### 11.03 Post Employment

Severance Pay – Upon retirement, after age 55 or 20 years of service, the employee shall be paid 75% of his/her accumulated sick leave not to exceed 45 days or 33.75 days (depending upon the maximum days allowed for the classification the employee is in) on the basis of his or her last hourly rate of pay.

### 11.04 Granted Snow Days

- A. Calendar Year Support Staff: Employees shall be entitled to up to 2 days of granted snow days each employment year.
- B. School Year Support Staff: Employees shall be entitled to up to 2 days of granted snow days each employment year.
- C. A "day" may be allowed in increments of one-half hour.



## *Part IV – 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.

### **1.02 Licensure and/or Permit**

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

### **1.03 Training and Evaluation**

Suitable programs of training, orienting and evaluating the work of substitutes may be provided by the instructional staff and/or the District as appropriate.

### **1.04 Assignment and Professional Responsibilities**

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

Teaching substitutes shall be assigned as follows:

1. Principals' requests for a given substitute shall take first precedence.
  2. Teachers' requests for a given substitute shall take second precedence. The jobs under this subsection will be posted to substitutes as soon as the District has been notified of an absence.
  3. After the above process has been completed, all other substitutes shall be notified of the available work.
- B. A copy of the appropriate school policies, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule (bell schedule when applicable), name of any individual designated in charge of discipline, seating charts, class schedule and lesson plans for all classes to be taught shall be made available to the substitute.
- C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment
1. A substitute teacher may refuse a personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute teacher list if the substitute demonstrates a pattern or practice of declining assignments.
  2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute who wishes to cancel an assignment on the current date must inform the secretary overseeing substitutes 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 responsibilities and duties for whom they are substituting. When a teacher 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 ten (10) consecutive days in the same position, then the long-term 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. The teacher substitute's hourly rate shall be computed based on the number of periods per day in a building (e.g. eight (8) periods at MPHS).
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, including 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. .

## 1.05 Compensation

A. Daily Rate:

1. Short-Term Per Diem Teacher Substitute: \$125/day or \$62.50/half-day (four periods or less). After 10 days: \$150/day or \$75.00/half-day (four periods or less).
2. Long-Term Per Diem Teacher Substitute: \$200/day
3. All Other Substitutes: The hourly rate shall be computed based on the starting hourly wage for the position for which the employee is substituting.

B. Homebound or Alternative Site Instruction

1. Substitute teachers who are contracted to provide homebound or alternative site instruction to a student of this school district, shall be compensated at the rate of dollars (\$25.00) per hour.
2. Substitute teachers will be paid mileage from the student's school to the student's location and back pursuant to the terms of the *Handbook*.

## 1.06 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.

## **APPENDIX: FORMS**

## Appendix A

### Teacher Effectiveness Compensation

Effective Level	BS Lane	MS Lane
1	\$41,101.62	\$44,800.77
2	\$42,334.67	\$46,368.79
3	\$43,604.71	\$47,991.70
4	\$44,912.85	\$49,671.41
5	\$46,260.24	\$51,409.91
6	\$47,648.04	\$53,209.26
7	\$49,077.48	\$55,071.58
8	\$50,549.81	\$56,999.09
9	\$52,066.30	\$58,994.05
10	\$53,628.29	\$61,058.85
11	\$55,237.14	\$63,195.90
12	\$56,894.25	\$65,407.76
13		\$67,697.03
14		\$70,066.43

- NBCT = \$1,500/annually
- Credit Reimbursement = \$150/credit (credit must meet criteria as defined in E.H. 7.04 Education Lane Adjustment)
- Staff that are off the schedule will be placed in a 'ghost lane' receiving CPI increases permissible as funding is available

## Appendix B

### 2022-2023 Support Staff Without Contracts

	Summer Help	Lead Custodian	Clerical	Instructional Assist.
0	\$9.00	\$15.00	\$15.00	\$15.00
1	\$9.50	\$15.50	\$15.50	\$15.50
2	\$10.00	\$16.00	\$16.00	\$16.00
3	\$10.50	\$16.50	\$16.50	\$16.50
4	\$11.00	\$17.00	\$17.00	\$17.00
5	\$11.50	\$17.50	\$17.50	\$17.50
6	\$12.00	\$18.00	\$18.00	\$18.00

# APPENDIX: SALARY REDUCTION AGREEMENT

## SCHOOL DISTRICT SALARY REDUCTION AGREEMENT

Dated: \_\_\_\_\_

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

Employee: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

*I hereby authorize the School District ("District") to withhold \$ \_\_\_\_\_ OR \_\_\_\_\_% (whole dollar amount or whole percentage of total pay period compensation) from my compensation per pay period.*

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

<u>TSA 403(b)</u> (Before Tax) <u>Amount</u> (whole dollar/percentage)	<u>ROTH TSA 403(b)</u> (After Tax) <u>Amount</u> (whole dollar/percentage)	<u>TOTAL</u> <u>Amount</u> (whole dollar/percentage)	<u>Approved Vendor Name</u>
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\$ \_\_\_\_\_ OR \_\_\_\_\_% + \$ \_\_\_\_\_ OR \_\_\_\_\_% = \$ \_\_\_\_\_ OR \_\_\_\_\_% \_\_\_\_\_

<u>Amount</u> (whole dollar/percentage)	<u>Amount</u> (whole dollar/percentage)	<u>Amount</u> (whole dollar/percentage)	<u>Approved Vendor Name</u>
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\$ \_\_\_\_\_ OR \_\_\_\_\_% + \$ \_\_\_\_\_ OR \_\_\_\_\_% = \$ \_\_\_\_\_ OR \_\_\_\_\_% \_\_\_\_\_

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

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

### II. Employee Deferrals – WDCP Section 457(b) Pre-tax Deferral Election.

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

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

Amount (whole dollar/percentage)

Vendor Name

\$ \_\_\_\_\_ OR \_\_\_\_\_% \_\_\_\_\_

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

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

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

**By the execution of this Agreement, I represent that:**

1. I understand and agree that there are limitations on my deferrals under the School District Employees Tax Shelter Annuity Plan and WDCP and that my contributions under this election do not exceed those limits. Further, I confirm that any deferrals in excess of the general limitations are due to my eligibility for either "catch-up" election which allows for a deferral in excess of the \$16,500 limit (for 2011, adjusted annually) for the 403(b) plan and \$16,500 limit (for 2011, adjusted annually) for the WDCP Section 457(b) Plan.
2. This Agreement shall terminate any prior Salary Reduction Agreement executed between myself and the District under the School District Employees Tax Shelter Annuity Plan and WDCP.
3. I have made an independent determination as to my desire to make these salary deferrals.
4. I have assessed the risk associated with such investment(s) and have determined, with such professional advice as I deemed necessary, that the product offered by the Vendor is suitable to me.
5. The District has no responsibility to evaluate, explain, or advise me, now or in the future, as to the performance, status or otherwise of the operation or soundness of any product or investment offered by the Vendor or alternative investments. The Employer shall not make any representations to the Employee regarding the advisability or appropriateness of the tax consequences of this Salary Reduction Agreement, participation in the Tax Sheltered Annuity, or the specific vendor selected by the Employee. If such representations are made, the Employee shall disregard such representations and the Employee shall not rely upon such representation.



6. I have made an independent determination as to my deferral level after consideration of the requirements of law and affirm that my contributions are within the limits of the law.
7. I understand that I am responsible for determining that the amount of my deferral contributions elected above in this Salary Reduction Agreement, plus any amount deferred under a SIMPLE plan, a 401(k) plan or other 403(b) plan not sponsored by the District, does not exceed the maximum limit specified under Internal Revenue Code section 402(g) for any given plan year.
8. I have not made more than three (3) other changes in the amount contributed under the Tax Shelter Annuity Plan during the same plan year as the deferral under this Agreement, unless otherwise permitted by the plan document.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Employee

FOR BUSINESS OFFICE USE:

This deduction will begin  
on: \_\_\_\_\_

Business Office  
Initials: \_\_\_\_\_

Fully executed Copy returned to employee  
on: \_\_\_\_\_

**APPENDIX: GRIEVANCE INITIATION INSTRUCTIONS**  
**SCHOOL DISTRICT OF MINERAL POINT UNIFIED**

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

EMPLOYEE GROUP

EMPLOYEE'S NAME

HOME ADDRESS

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SCHOOL

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JOB TITLE

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

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

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

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

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5. When was this grievance discussed with your immediate supervisor?

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Name & Title of your

NAME

TITLE

Immediate supervisor

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

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NAME

MAILING ADDRESS

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That person's role in this grievance:

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EMPLOYEE'S SIGNATURE

DATE

## APPENDIX: GRIEVANCE APPEAL INSTRUCTIONS

### SCHOOL DISTRICT OF MINERAL POINT UNIFIED

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

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EMPLOYEE'S NAME	TITLE	DATE OF GRIEVANCE INITIATION
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SCHOOL	SHIFT	LOCATION
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1. I wish to appeal the grievance disposition signed by:

Name	Title	Date
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2. Nature of Grievance:

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

4. Reason for Appeal:

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EMPLOYEE'S SIGNATURE

DATE

**Mineral Point Unified School District**  
**Non-Instructional Staff Letter of Appointment**

[Insert Date]

To: [Insert Employee Name]  
FROM: Superintendent of Mineral Point Unified School District  
RE: Anticipated Assignment for the 2021-2022 School Year

Mr./Ms.

You are hereby placed on notice that the District intends to offer you similar work for the 2021-2022 school year. The particulars of your anticipated assignment for the 2021-2022 school year are as follows.

EMPLOYEE NAME:

HIRE DATE:

POSITION:

HOURS PER DAY/WEEK:

HOURLY WAGE:

EMPLOYMENT CONDITIONS:

1. You are required to report no later than the first available date of contact or the first day of school, whichever comes first, with employment ending on the last date of available contact or the last day of school, whichever is later.
2. You should construe this letter of intent as neither a guarantee of work nor a limitation on the number of hours per day or hours in a workweek the administration may assign to you. The Superintendent reserves the right to assign you additional hours as educational or operational needs require and to reduce or eliminate your position based upon budgetary or operational needs.
3. This assignment may be changed at the Superintendent's discretion and does not constitute a binding employment contract. As such, you are an at-will employee.
4. If any portion of this document conflicts with the District's *Employee Handbook*, policies, rules or procedures, this document shall be subservient.

Please contact me if you have any questions or concerns or if you do not intend to return to your anticipated position for the 2021-2022 school year.

[Signed], Superintendent of Schools

## STANDARDS OF CONDUCT - HARASSMENT, BULLYING, DISCRIMINATION COMPLAINT FORM:

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 9) Please state the remedy sought:
- 10) If you will be represented in pursuing your complaint, please identify that individual or organization (if known):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

Signature:

Date Submitted:

*\*Please note that filing this complaint is only the first step in the process. The District will contact you to schedule one, if not several, follow-up meetings as a part of its investigation into your complaint and the allegations contained therein.*

## Employee Accident/Injury Report

(To be completed by Principal/Supervisor within 24 hours  
of time of accident/injury)

<b>EMPLOYEE INFORMATION</b> (Please print legibly)			
Employee Name (Last, First, Middle initial)			
Employee Address	City	State	Zip
Home Telephone Number (    )	Work Telephone Number (    )		
<b>ACCIDENT INFORMATION</b>			
Building or Site Where Accident Occurred (include address if not at a district facility)			
Date of Accident/Injury	Time of Accident/Injury	Name of Person Notified	
Describe how the Accident/Injury Occurred:		Body Part(s) Injured:	
		Wrist _____	Hand _____
		Leg _____	Knee _____
		Head _____	Eye _____
		Face _____	Teeth _____
		Ankle _____	Foot _____
		.. . _____	Chest _____
		Arm _____	Back _____
		Neck _____	Other _____
Please describe any resulting injury:			

### TREATMENT INFORMATION

Did the Employee See a Doctor or Go to the Hospital?  Yes                      No	Date of First Treatment (if known)
Name of Physician, Clinic or Hospital Name and City/Address	
Signature of Principal and/or Supervisor	Date
<b><i>Please FAX or deliver front page to the District Office <u>within 24 hours</u> of the Accident/Injury.</i></b>	

## Part 2: Accident/Injury Follow-up and Investigation

Were there any witnesses to this accident?                      Yes    No

If Yes, complete the following:

Name of Witness(es)    Address    Telephone


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

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

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


What steps are being taken to prevent similar accidents?


### Lost Time Information (If applicable)

Time Missed from Work  Hours:                      Days:	Date Returned to Work:
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### Person Making Report:

Name	Title	Date
Building		
Principal/Supervisor Signature		Date



**SCHOOL DISTRICT  
NOTICE OF PRIVACY PRACTICES  
REQUIRED NOTIFICATION**

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

**THE DISTRICT'S LEGAL DUTIES**

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

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

This Notice takes effect on July 1, 2011 and remains in effect until the District replaces it. You may request a copy of this Notice at any time or you may view it on the District's website at [www.mineralpointschools.org](http://www.mineralpointschools.org) For more information about our privacy practices, or for additional copies of this Notice, please contact the individual designated at the end of this Notice.

**USES AND DISCLOSURES**

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

**Treatment:** The District may use and disclose your protected health information to provide, coordinate, or manage your health care and any related services with a physician or other health care provider. For example, the District may disclose to a treating neurologist the name of your treating general physician so that the neurologist may request medical records from the treating general physician.

**Payment:** The District may use and disclose your protected health information to determine and to fulfill coverage responsibilities and to provide benefits under the District's health plan. The District may also use and disclose your protected health information to obtain or provide reimbursement for benefits provided. For example, a third-party administrator may send you a

detailed bill or explanation of benefits form, which may include information that identifies you, your diagnosis, and the procedures that you received.

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

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

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

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

**Abuse or Neglect:** The District may disclose protected health information about an individual whom we reasonably believe to be a victim of abuse, neglect, or domestic violence to a government authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect, or domestic violence.

**Health Oversight Activities:** With certain exceptions, the District may disclose your protected health information to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight of specified programs.

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

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

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

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

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

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

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

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

## INDIVIDUAL RIGHTS

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

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

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

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

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

**Authorization:** The Plan will obtain your written authorization for uses or disclosures that are not identified by this Notice. Subject to certain limitations, you may revoke any authorization in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

**Electronic Notice:** If you receive this Notice electronically, you may still obtain a paper copy upon request to the contact person listed at the end of this Notice.

**NOTICE OF SCHOOL DISTRICT POLICIES ON SEX DISCRIMINATION, THE  
DISTRICT’S TITLE IX COORDINATOR(S), AND PROCEDURES FOR REPORTING  
OR FILING A COMPLAINT OF SEX DISCRIMINATION**

***Title IX Nondiscrimination Policy Statement –***

As mandated by the current provisions of Title IX of the Education Amendments of 1972 and under the regulations set forth in Chapter 106 of Title 34 of the Code of Federal Regulations (“the federal Title IX regulations”), the District does not unlawfully discriminate on the basis of sex in any education program or activity that the District operates. Title IX’s requirement not to discriminate in any education program or activity extends to cover, but is not limited to, District students, certain admissions processes, and District employment. Inquiries regarding how Title IX and the federal Title IX regulations apply to the District may be referred to a District Title IX Coordinator (as designated below), to the Assistant Secretary for Civil Rights at the U.S. Department of Education, or to both.

The District’s commitment to nondiscrimination under Title IX and under other state and federal laws is further defined in the following policies of the School Board: *Policy 113*.

***District Title IX Coordinators –***

The District employee who holds the position identified below serve as Title IX Coordinator for the District:

*Angela Klein*

*Director of Special Education & Pupil Services*

*Elementary Office: 611 Cothorn Street, Mineral Point, WI 53565*

*MS/HS Office: 705 Ross Street, Mineral Point, WI 53565*

*Phone: 608.987.0712*

*Email: [angela.klein@mp.k12.wi.us](mailto:angela.klein@mp.k12.wi.us)*

***Reporting Sex Discrimination –***

Any person (including a person who is not claiming to have been personally harmed/victimized by the alleged discrimination) may report a concern or allegation regarding prohibited sex discrimination (including sexual harassment) to the District. Such reports may be submitted as follows:

1. To a District Title IX Coordinator, either in person, by U.S. mail, by telephone, or by electronic mail, using the contact information listed above. In person reports should be made when the Title IX Coordinator is reasonably available during regular working hours. Reports submitted by telephone, mail, or electronic mail may be made at any time.
2. By any other means that results in a Title IX Coordinator actually receiving the person's verbal or written report.

***Filing Formal Complaints of Title IX Sexual Harassment –***

As required by the federal Title IX regulations, the District has established a formal grievance process for investigating and resolving “formal complaints” of “sexual harassment,” as those terms are defined in the regulations.

An individual who is alleged to be the victim of conduct that could constitute sexual harassment under the federal Title IX regulations (i.e., a Title IX “complainant”), or a parent or guardian who has a legal right to act on behalf of such an individual, may file a formal complaint of sexual harassment. No Title IX complainant is obligated to file a formal complaint, but a qualifying formal complaint is necessary for the District to start an investigation using the District’s formal Title IX grievance process.

Complainants are expected to file formal complaints of sexual harassment with a District Title IX Coordinator by electronic submission within the Safe School Alert Online Tip Reporting, submitting a document or electronic submission in person, by U.S. mail, or by electronic mail, using the contact information specified above.

Additional requirements for formal complaints of Title IX sexual harassment, including a description of the required content for a formal complaint, are set forth in Policy 113 within the School Board policies.

***District Response to Reports and Complaints of Sex Discrimination and to Formal Complaints of Sexual Harassment under Title IX –***

The District has established grievance procedures through which the District structures its response to reports that allege unlawful discrimination on the basis of sex in any education program or activity of the District. Those procedures are set forth in 411-Rule and 511-Rule within the School Board policies published on the District’s website. The purpose of such procedures is to provide for the prompt and equitable resolution of any report or complaint of alleged sex discrimination, excluding formal complaints of sexual harassment under Title IX (which are subject to a different process).

Any time that the District has actual knowledge of sexual harassment or allegations of sexual harassment that could constitute a violation of Title IX, the District has obligations to respond to such knowledge in a manner that is not deliberately indifferent and in a manner that treats the alleged victim(s) of sexual harassment and the alleged perpetrator(s) of sexual harassment equitably. Such a response includes, but is not limited to, offering supportive measures to a complainant and investigating and resolving any formal complaint that presents allegations of Title IX sexual harassment using the formal grievance process that the District has adopted for such formal complaints. District procedures for responding to alleged sexual harassment under Title IX, including the formal grievance process, are set forth in Policy 113 within the School Board policies published on the District’s website

## **COMPLAINTS**

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

## **CONTACT INFORMATION**

For further information about the District's privacy policies, or if you have a concern or complaint regarding said policies, please contact:

Mitch Wainwright, District Administrator  
608-987-0741