

# School District of Horicon

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# Employee Handbook

*Dedicated to  
Serving the  
Students  
of the  
School  
District of  
Horicon*

**HORICON DISTRICT OFFICE**  
841 GRAY STREET  
HORICON, WI 53032  
920.485.2898

**HORICON ELEMENTARY SCHOOL**  
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DISTRICT WEBSITE

[WWW.HORICON.K12.WI.US](http://WWW.HORICON.K12.WI.US)

BOE Approved 11-18-2024

## Employee Acknowledgment

*(To be signed and returned to the district office or electronic read receipt sent.)*

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***(The District Office personnel are to maintain this page in the employee’s personnel file or the employee will receive electronically and will acknowledge read receipt. 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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## **District Emergency Procedures**

Should inclement weather or other emergency situation(s) require the District to close school(s) the following procedures shall be followed: Local television and radio stations will also be notified by 6:00 a.m. or as soon as practicable. Please check the following if you do not receive a phone call or an email.

**Television:** Channels 4 (WTMJ), 6 (WITI), and 12 (WISN)

**Radio Stations:** WBEV 1430, WXRO 95.3, WMDC 98.7

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

Employees are encouraged to monitor these TV and radio stations.

## **COVID-19**

Due to the continued uncertainty surrounding the COVID-19 pandemic, the District will continue to flex work days/times/expectations, as needed, outside of the standard language provided in the Employee Handbook, including, but not limited to Page 62-Section 3: Professional Hours/Workday. Changes in work days/times/expectations will be made accordingly to respond to the environment at any given point in time and to meet the needs of the District resulting from the continuing pandemic and will be in effect until such time as schools are back to pre-pandemic operations.

## **Personal Protective Equipment**

The District Administrator may incorporate requirements for the use of Personal Protective Equipment (PPE) which may include requirements that all school staff, volunteers, and visitors (including vendors) wear appropriate face masks/coverings inside District buildings and/or outside on school grounds unless it is unsafe to do so or where doing so would significantly interfere with the District's educational or operational processes. Individuals with valid medical reasons for not wearing a face covering may be exempted from this requirement, as determined by the District Administrator. *Please refer to Board Policy 8450.01 - Personal Protective Equipment During Pandemic/Epidemic Events.*

## **Security**

**In case of an emergency call: 911 or**

The Horicon Police Department: 485-3555

Dodge County Sheriff's Department: 386-3726

## **School Locations**

District Office – 841 Gray St Street, Horicon, WI 53032

Horicon Elementary School– 841 Gray Street, Horicon, WI 53032

Horicon Middle/High School Office – 841 Gray Street, Horicon, WI 53032

# **PART I**

## **PROVISIONS APPLICABLE TO ALL STAFF**

*Dedicated to  
Serving the  
Students  
of the  
School  
District of  
Horicon*

## SECTION 1. PREAMBLE AND DEFINITIONS

### 1.01 About this Handbook

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

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

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

### 1.02 Definitions

- A. Administrative Employees: "Administrative Employees" are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. Casual Employees: "Casual Employees" are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.
- C. Discipline: "Discipline" is defined as a suspension [unpaid or paid], or a written reprimand.
- D. Regular Employees: "Regular Employees" are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
1. Regular Full-time Employee: "Regular full-time employees" are defined as one who works thirty (30) or more hours per week during his or her lookback period as defined by the Health Care Reform Act..
  2. Regular Part-time Employee: "Regular part-time employees" are defined as one who works a school year or more, but less than thirty (30) hours per week.



3. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.
- E. Seasonal/Summer School Employees: “Seasonal employees” are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A “summer school employee” is defined as an employee who is hired to work for the District during the summer school session. “Summer school session” is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.
1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.
  2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
  3. Seasonal employees performing non-exempt duties shall be paid an hourly wage equal to the first step of the applicable pay grade. If the seasonal employee is a school year employee he/she will be paid at their current step of employment but equal to the applicable pay grade for the job being performed during seasonal employment.
- F. Substitute Employees: “Substitute Employees” are defined as persons hired to replace a regular employee during the regular employee’s leave of absence.
- G. Supervisor: The District will identify the individual employee’s supervisor on the employee’s job description.
- H. Teachers: “Teachers” are defined as persons hired under a contract pursuant to § 118.21, Wis. Stats.
- I. Temporary Employees: “Temporary Employees” are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.
- J. Termination: “Termination” is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include, for instance, voluntary retirement, voluntary resignation, nonrenewal of contract under § 118.22, Wis. Stats. or § 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.
- K. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:
1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).

2. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions).
3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
4. The individual(s) filing the grievance must propose a specific remedy.
5. The issue and proposed remedy must be under the reasonable control of the District.

### **1.03 General Personnel Policies**

This *Employment Handbook* is subservient to, and does not supersede, the provisions set forth in District Personnel Policies (Series 3000 and 4000).

## **SECTION 2. EMPLOYMENT LAW**

### **2.01 Employment of Minors**

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

### **2.02 Equal Employment Opportunity**

The Board does not discriminate in the employment of staff on the basis of any characteristic protected under State or Federal law including, but not limited to: race, color, age, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis.Stats.), sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District’s premises during non-working hours, or declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters or any other characteristic protected by law in its employment practices. If the staff member has questions regarding Equal Employment Opportunity or how to file a complaint regarding equal employment, they should contact the district Compliance Officers.

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- *Please refer to Board Policy 3122 and 4122 – Nondiscrimination and Equal Employment Opportunities for more information.*
- *Please refer to Board Policy 3122.02 and 4122.02 – Nondiscrimination Based on Genetic Information of the Employee*

## 2.03 Fair Labor Standards Act

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA]. For non-exempt employees, issues concerning overtime, compensatory time off, minimum wage and notification of rights under the FLSA is set forth in the employment poster section in Appendix C.

- *See Board Policy 6700 – Fair Labor Standards Act (FLSA)*

## 2.04 Family and Medical Leave Act

Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the Handbook as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed:

<http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf> . See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). The notice is posted at Appendix M.

- A. Eligibility Notice. When an employee requests FMLA leave or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).
- B. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <http://www.dol.gov/whd/forms/WH-381.pdf>.
- C. Designation Notice. The District shall "inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." For purposes of determination, the District will use a rolling calendar. 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).
- D. Under the WFMLA, if the staff member satisfies the eligibility requirements set forth s/he is entitled to ten (10) work weeks of leave in a calendar year as follows:
  - 1. a total of six (6) weeks of leave for the birth of his/her natural child and/or the placement of a child with the staff member for, or as a precondition to, adoption;
  - 2. a total of two (2) weeks of leave to care for a covered family member with a serious health condition; and
  - 3. a total of two (2) weeks of leave due to the staff member's serious health condition
- E. Board policy calls for concurrent Federal/State leave coverage whenever a staff member is eligible for leave under both the FMLA and WFMLA to the extent available under the law.

Further detailed information is available on the WFML poster at <https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd-7983-p.pdf>

- F. Paid Time off/Unpaid Leave. Employees on approved Family Medical Leave may choose to use their personal days during their leave of absence; however, are not required to. All sick leave balances must be depleted before going unpaid, unless the employee is on approved WFMLA. Once the approved Family Medical Leave has ended, employees who have depleted their sick leave and personal leave balances, and request additional time off, the time will be considered unpaid and may be in violation of the contracted term set forth in the Teacher Contract, which may lead up to disciplinary action or termination. For those that qualify under the ADA, the District will consider and provide reasonable accommodations.

- *Please refer to Board Policy 1630.01 – Family & Medical Leave of Absence (“FMLA”)*

## **2.05 Immigration Law Compliance**

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

- See Board Policies 3122 & 4122 – Nondiscrimination and Equal Employment Opportunities.

## **2.06 Anti-Harassment**

The Board is committed to a work environment that is free of harassment of any form. The Board will not tolerate any form of harassment and will take all necessary and appropriate action to eliminate it. Any member of the School District community who violates this policy will be subject to disciplinary action, up to and including termination of employment. Additionally, appropriate action will be taken to stop and otherwise deal with any third party who engages in harassment against our employees.

For purposes of anti-harassment, “School District community” means individuals subject to the control and supervision of the Board including, but not limited to, student, teachers, staff, volunteers, and Board members. “Third party” means individuals outside the School District community who participate in school activities and events authorized by the Board including, but not limited to, visiting speakers, participants on opposing athletic teams, and vendors doing business with, or seeking to do business with, the District.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person’s protected status, such as sex, color, race, ancestry, creed, religion, genetic information, national origin, age, handicap, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record, or other protected group status, which affects tangible job benefits, interferes unreasonably with an individual’s work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur employee-to-employee, employee-to-student, male-to-female, female-to-male, male-to-male, or female-to-female.

The Board will investigate all allegations of harassment and in those cases where harassment is substantiated, the Board will take immediate steps calculated to end the harassment, prevent its reoccurrence, and, if applicable, remedy its effects. Individuals who are found to have engaged in harassment will be subject to appropriate disciplinary action.

For more information contact the Compliance Officers:

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Cynthia Borgstrom  
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cborgstrom@horicon.k12.wi.us

- *Please refer to Board Policies 1662, 3362 & 4362 – Employee Anti-Harassment.*

## **2.07 Title IX – Nondiscrimination On The Basis Of Sex In Education Programs Or Activities**

The Board of the Horicon School District does not discriminate on the basis of sex in its education program or activity and is required by Title IX and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The District's Title IX Coordinator(s) is/are:

Teresa Graven  
Horicon High School Principal  
(920)485-2898, ext. 302  
841 Gray Street, Horicon, WI  
tgraven@horicon.k12.wi.us

Any inquiries about the application of Title IX and its implementing regulations to the District may be referred to the Title IX Coordinator(s), the Assistant Secretary for the U.S. Department of Education's Office for Civil Rights, or both.

The Board has adopted a grievance process that provides for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process is included in Policies 2264 and 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available on the Horicon School District website at: <https://www.horicon.k12.wi.us/>. The grievance process specifically addresses how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the District will respond.

It is a violation of Board policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly make false statements or knowingly submit false information including intentionally making a false report of sexual harassment or submitting a false formal complaint. The Board will not tolerate such conduct and violators may be subject to discipline up to and including termination.

- ***Please refer to Board Policies 2264 and 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities.***

## **2.08 Section 504/ADA Prohibition Against Discrimination Based on Disability**

The Board prohibits discrimination against any employee or applicant based upon disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability unless the accommodation would impose an undue hardship on the operation of the District's program and/or activities. A reasonable accommodation is not required for an individual who is merely regarded as having a disability.

If the staff member has questions regarding this policy or how to file a complaint they should contact the district Compliance Officers.

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- ***Please refer to Board Policy 8913 - Section 504/ADA Prohibition Against Disability Discrimination in Employment***



## **SECTION 3.                    GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS**

### **3.01    District Expectations and Staff Ethics**

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

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

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

**Staff Ethics:** An effective educational program requires the services of employees of integrity, high ideals, and human understanding. To maintain and promote these essentials, the Board expects all professional staff members to maintain high standards in their working relationships, and in the performance of their professional duties, to:

- A. Recognize basic dignities of all individuals with whom they interact in the performance of duties;
- B. Represent accurately their qualifications;
- C. Exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;
- D. Seek and apply the knowledge and skills appropriate to assigned responsibilities;
- E. Keep in confidence legally-confidential information as they may secure;
- F. Ensure that their actions or those of another on their behalf are not made with specific intent of advancing private economic interests;
- G. Avoid accepting anything of value offered by another for the purpose of influencing judgment;
- H. Adhere to the policies of the Board;
- I. Refrain from using position or public property, or permitting another person to use an employee's position or public property for partisan political or religious purposes. This will in no way limit constitutionally or legally protected rights as a citizen.

- ***Please refer to Board Policy 3210 and 4210 – Staff Ethics***

### **3.02    Accident/Incident Reports – Reporting Work Related Injury**

Any accident that results in an injury, however slight, to an employee of the Board, must be reported promptly and in writing to the District Office in compliance with Policy 8442 – Reporting Accidents. The injured employee shall complete a form that includes the date, time and place of the incident; the names of persons involved; the nature of the injury to the extent that it is known; and a description of all relevant circumstances.

So that legitimate employee claims for worker's compensation may be handled appropriately, the Board requires that employee accidents be reported and evaluated. Any employee of the Board who suffers a job-related injury must report the injury and its circumstances to the building principal as soon as possible

following the occurrence of the injury. The failure of an employee to comply with this mandate may result in disciplinary action in accordance with applicable policies and/or administrative guidelines.

- ***Please refer to Board Policy 8442 – Reporting Accidents***

### **3.03 Attendance**

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

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

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

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

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

### **3.04 Bulletin Boards**

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

### **3.05 Child Abuse and Neglect**

Each District employee who has reasonable cause to suspect child abuse or neglect has occurred or is occurring or has reasonable cause to believe a child has been threatened with abuse or neglect and that abuse or neglect is likely to occur shall be responsible for reporting immediately every case, whether verified or suspected, the circumstances giving rise to the reasonable cause.

Reporting is mandatory even if the staff member has reason to believe that the abuse or neglect occurred, but is no longer occurring (for example, the child is no longer living with the suspected abuser). Staff members should make reports based on reasonable cause to suspect abuse or neglect and are not permitted to first investigate the circumstances in an effort to verify abuse or neglect. This can cause a loss of time and jeopardize law enforcement or social services investigations into child welfare concerns. *Please refer to Board Policy 8462 – Child Abuse and Neglect.*

### **3.06 Communications**

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

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

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

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

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.
  2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
  3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.
  4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
  5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.
- C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student. For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization.

The following definitions apply for purposes of this section on Electronic Communication with Students:

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

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

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

- D. Limited Electronic Communication with Students: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:
1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
  2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
  3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
  4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.
  5. The employee shall not communicate with any student between the hours of 10:00 p.m. and 7:30 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
  6. Upon request from the administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
- E. Staff Technology Acceptable Use and Safety: Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning to incorporate the vast, diverse, and unique resources available through the Internet. The Board provides Technology and Information Resources (as defined by Bylaw 0100) to support the educational and professional needs of its staff and students. The Board provides staff with access to the Internet for limited educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students and to facilitate the staff's work. The District's computer network and Internet system do not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose. *Please refer to Board Policy 7540.04 – Staff Technology Acceptable Use and Safety.*

The Board regulates the use of District Technology and Information Resources by principles consistent with applicable local, State, and Federal laws, and the District's educational mission. This policy and its related administrative guidelines, Policy 7544 and AG 7544 and any

applicable employment contracts govern the staffs' use of the District's computers, laptops, tablets, personal communication devices (as defined by Policy 7540.02), when they are connected to the District computer network, Internet connection, and/or education services/apps.

Users are required to refrain from actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like). Because its Technology Resources are not unlimited, the Board has also instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Users have no right or expectation to privacy when using District Technology and Information Resources (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity when using the District's computer network and/or Internet connection).

Staff members are expected to utilize District technology and information resources to promote educational excellence in our schools by providing students with the opportunity to develop the resource sharing, innovation, and communication skills and tools that are essential to both life and work. The Board encourages the faculty to develop the appropriate skills necessary to effectively access, analyze, evaluate, and utilize these resources to enrich educational activities. The instructional use of the Internet and online educational service will be guided by Board's Policy 2521 - Selection of Instructional Materials and Equipment.

The Internet is a global information and communication network that provides a valuable education and information resources to our students. The Internet connects computers and users in the District with computers and users worldwide. Through the Internet, students and staff can access relevant information that will enhance their learning and the education process. Further, the District technology and resources provide students and staff with the opportunity to communicate with other people from throughout the world. Access to such a vast quantity of information and resources brings with it, however, certain unique challenges.

The Board may not be able to technologically limit access to services through its technology resources to only those that have been authorized for the purpose of instruction, study, and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world opens classrooms and students to electronic information resources that may not have been screened by educators for use by students of various ages.

Pursuant to Federal law, the Board has implemented technology protection measures, that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Board or District Administrator, the technology protection measures may also be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of staff members to restrict access to child pornography and other material that is obscene, objectionable, inappropriate, and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using the

District's technology resources if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any staff member who attempts to disable the technology protection measures without express written consent of an appropriate administrator will be subject to disciplinary action, up to and including termination.

The Board utilizes software and/or hardware to monitor online activity of staff and to block/filter access to child pornography and other material that is obscene, objectionable, inappropriate, and/or harmful to minors. "Harmful to minors" is a term defined by the Communications Act of 1934 (47 U.S.C. 254 (h)(7)) as any picture, image, graphic image file, or other visual depiction that:

- A. taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- B. depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals;
- C. taken as a whole, lacks serious literary, artistic, political, or scientific value to minors.

The District Administrator or principal may temporarily or permanently unblock access to websites or online educational services/apps containing appropriate material if access to such sites has been inappropriately blocked by the technology protection measures. The determination of whether the material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures. The District Administrator or principal may disable the technology protection measure to enable access for bona fide research or other lawful purposes for staff or students aged seventeen (17) or older.

Staff members will participate in professional development programs in accordance with the provisions of this policy. Training shall include:

- A. the safety and security of students while using e-mail, chat rooms, social networking sites, and other forms of direct electronic communications;
- B. the inherent danger of students disclosing personally identifiable information online;
- C. the consequences of unauthorized access (e.g., "hacking", "harvesting", digital piracy", "data mining", etc.), cyberbullying and other unlawful or inappropriate activities by students or staff online; and
- D. unauthorized disclosure, use, and dissemination of personally identifiable information regarding minors.

Furthermore, staff members shall provide instruction for their students regarding the appropriate technology use and online safety and security as specified above, and staff members will monitor students' online activities while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

The disclosure of personally identifiable information about students online is prohibited.

Building principals are responsible for providing training so that staff users of District technology resources under the Principal's supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the District technology resources. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social media, including chat rooms and cyberbullying awareness and response. All users of District technology resources are required to confirm their agreement to abide by the terms and conditions of this policy and its accompanying guidelines by signing the District technology use form.

Staff members are responsible for good behavior when using the ' District technology and information resources - i.e., behavior comparable to that expected when they are in classrooms, school hallways, and other school premises and school-sponsored events. Communications on the Internet are often public in nature. The Board does not approve any use of the technology and information resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines and Policy 7544 and its accompanying guideline.

Staff members use of District technology resources to access or use social media is to be consistent with Policy 7544 and its accompanying guideline.

An employee's personal or private use of social media may have unintended consequences. While the Board respects its employees' First Amendment rights, those rights do not include permission to post inflammatory comments that could compromise the District's mission, undermine staff relationships, or cause a substantial disruption to the school environment. This warning includes staff members' online conduct that occurs off school property including from the employee's personal computer. Postings to social media should be done in a manner sensitive to the staff member's professional responsibilities.

General school rules for behavior and communication apply.

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of the District technology and information resources that are not authorized by this policy and its accompanying guidelines.

The Board designates the District Administrator and building principals as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to staff members' use of District technology and information resources.

In addition, Federal and State confidentiality laws forbid schools and their employees from using or disclosing student education records without parental consent. See Policy 8330.



Education records include a wide variety of information; posting personally identifiable information about students is not permitted. Staff members who violate State and Federal confidentiality laws or privacy laws related to the disclosure of confidential employee information may be disciplined.

Staff members retain rights of communication for collective bargaining purposes and union organizational activities.

- F. 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 8310 – Public Records and Policy 8315 – Information Management for more information.

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

- G. 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.
- H. 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 8330 – Student Records.
  2. Confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses.
  3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
  4. Prohibition against harming others by knowingly making false statements about a colleague or the District.

5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
  6. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
  7. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor."
- I. 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.
- J. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.
- K. Communications and Suggestions: The Board has a legitimate interest in maintaining order and facilitating the efficient resolution of concerns by directing that employee communications to the Board move initially through the chain of command to the District Administrator. Employees are expected to follow the established chain of communication as described in this policy. Failure to do so may result in employee discipline. Staff members should refer to the detailed procedure regarding communication set forth in Policy 3112 and 4112 - Board-Staff Communications.
- L. Employee Expression in Noninstructional Settings: The Board of Education acknowledges the right of its staff members, as citizens in a democratic society, to speak out on issues of public concern. When those issues are related to the District, however, including matters related to the performance of their job duties or responsibilities, the staff member's expression must be balanced against the interests of this District.

The following guidelines are adopted by the Board to help clarify and, therefore, avoid situations in which the professional staff member's expression could conflict with the District's interests. In such situations, s/he should:

- A. state clearly that his/her expression represents personal views and not necessarily those of the School District;



- B. refrain from expressions that would disrupt harmony among co-workers or interfere with the maintenance of discipline by school officials;
- C. not make threats or abusive or personally-defamatory comments about co-workers, administrators, or officials of the District;
- D. refrain from making public expressions which s/he knows to be false or are made without regard for truth or accuracy.

*Please refer to Board Policy 3310 and 4310 – Employee Expression in Noninstructional Settings*

### **3.07 Confidentiality**

State and Federal law requires that student education records be maintained as confidential. State law further exempts certain information and records from public disclosure. As such, the Board is obligated to take appropriate steps to maintain certain information and records as confidential. Individuals who have access to student education records may not remove them from Board property without express permission from their building principal or supervisor. An individual authorized to remove student education records from school property is responsible for the safety and security of the records and for returning them to the District intact. Confidential information and records may not be disclosed except as authorized by Board policy. Individuals who have access to confidential information and records while employed by the Board are reminded that their legal obligation to maintain such confidences extends beyond their term of employment in the District and they are prohibited from releasing, disclosing or otherwise disseminating confidential information or records subsequent to leaving the Board's employ.

- *Please refer to Board Policy 8350 – Confidentiality*

### **3.08 Ethics and Conflict of Interest**

All employees are expected to perform their duties in an ethical manner and free from an actual conflict of interest or from situations that create the appearance of a conflict of interest, in a manner consistent with 19.59, Wis. Stats. The Board's interest in enforcing this policy is to assure that the decisions and actions of public employees retain the public's trust. Therefore, even a conflict relationship that can be viewed as beneficial to the District, or that was intended to be beneficial to the District, may still be a violation of Board policy.

No staff employee may accept or engage in any employment, consulting, advising, or other professional activity with any organization other than the District, whether the employee will receive compensation for such outside activity or not, without first providing notice to the District Administrator.

- *Please refer to Board Policy 3230 and 4230 – Ethics and Conflict of Interest*

### **3.09 Outside Activities of Staff**

The Board expects staff members to avoid situations in which their personal interests, activities, and associations may conflict with the interests of the District. If such situations threaten a staff member's effectiveness within the School District, the District Administrator shall evaluate the impact of such interest, activity, or association upon the staff member's responsibilities. Staff members are expected to notify the District Administrator of involvement in any outside organization, association, or the like if the staff member's role as a member of the District's staff is tied directly to involvement in the identified outside activity. Additionally, staff members are expected to notify the District Administrator of

involvement in any outside activity if the staff member will receive compensation for any outside activities (refer also to Policy 3240 and 4230 – Ethics and Conflict of Interest).

For more information regarding the Board’s expectations concerning interests, activities or associations that may conflict with the interests of the District, staff members should review *Board Policies 3231 and 4231 – Outside Activities of Staff*.

### **3.10 Copyright**

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as “fair use” under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the district administrator and Board Policy 2531.

### **3.11 Criminal Background Checks**

All applying for a position are required to file in writing, in advance of employment on forms provided by the District, a statement identifying whether the applicant:

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

Additionally, all persons applying for any position shall be required to:

- 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. Submit to criminal history records checks to be conducted by the District Administrator.

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. Please reference Board Policies 3121 & 4121.

### **3.12 Criminal History Record Check and Employee Self-Reporting Requirement**

All District employees shall notify their immediate supervisor or administrator as soon as possible, but no more than three (3) calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any criminal or municipal offense.

The requirement to report a conviction or deferred adjudication applies to major traffic offenses (e.g. operating under the influence of an intoxicant or other drug, reckless driving, operating after suspension/revocation, failure to report an accident, refusal to take a breath test). Minor traffic offenses (e.g. non-moving violations, speeding, failure to yield, failure to obey a traffic signal, unattended vehicle, illegal parking) do not need to be reported. However, if an employee drives or operates a

District vehicle or piece of mobile equipment or transports students or staff, other than the staff member's own family, in any vehicle they must report any traffic offense (not including parking tickets).

Failure to report under this section may result in disciplinary action, up to and including termination. All employment decisions by the District based on such information must comply with Wisconsin's arrest and conviction discrimination law.

- *Please refer to Board Policy 3121 and 4121 – Criminal History Record Check and Employee Self Requirement*

### **3.13 District Property**

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited by enumeration: employee identification badges and the key fob for building entry. Disposal of district property must be in accordance with Board Policy 7310.

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

The District seeks to provide a safe drug-free workplace for all of its employees. *Please refer to Board Policy 3122.01 and 4122.01 – Drug-Free Workplace.*

The Board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is free from alcohol and other drug abuse.

In accordance with Federal Law, the Board of Education prohibits the use, possession, concealment, or distribution of drugs by employees on school grounds, in school or school-approved vehicles, or at any school-related event. Drugs includes any alcoholic beverage, anabolic steroid, dangerous controlled substance as defined by State statute, or substance that could be considered a "look-a-like" controlled substance. Compliance with this policy is mandatory for all staff members. Any staff member who violates this policy shall be subject to disciplinary action in accordance with District guidelines and/or the Employee Handbook.

When appropriate or required by law, the District will also notify law enforcement officials.

Staff members, who use or possess a prescription drug that has been lawfully prescribed to the staff member, and taken in accordance with the prescribed dosage, shall not be deemed to be in violation of this policy. Wherever possible, a staff member should take prescribed medications at home and not bring them to school. Where that cannot be accomplished, any staff member in possession of prescribed medications while at school is responsible for taking appropriate precautions to assure that the drugs remain in the staff member's possession at all times and are taken only in private, out of the view of students. Nothing in this policy shall prohibit the District Administrator from evaluating a staff member's fitness for duty pursuant to Policy 3161 - Unrequested Leaves of Absence/Fitness for Duty.

The use of marijuana and/or products containing tetrahydrocannabinols (THC), other than products expressly excluded from the definition of a schedule drug (hemp-derived CBD oil, etc.), is still prohibited under Wisconsin law and Board policy. Use of such products even in states which have passed state laws permitting usage is still unlawful under Federal law and Wisconsin law and is not an exception to the drug-free workplace policy.

CBD products are prohibited on District grounds and at school events.

### **OFF WORK CONDUCT**

Disciplinary action may result from conduct related to drug and alcohol usage even on the staff member's personal time if the circumstances create a connection to or nexus with the staff member's role with the District. Disciplinary action may result if a staff member's conduct involves the depiction of the staff member engaging in use of alcohol or drugs on social media or other outlets in a fashion that tends to provoke public scrutiny, damage the staff member's credibility, depict inappropriate involvement of minors, or in some fashion diminish the staff member's ability to safely and effectively perform his/her duties. If the District administration becomes aware of such circumstances, it will investigate the matter even though the events occurred on one's personal time and not on District property or at a District event.

### **USE OF RESOURCES FOR TREATMENT**

The District is concerned about any staff member who is a victim of alcohol or drug abuse and will facilitate the process by which s/he receives help through programs and services available in the community. A staff member should contact his/her supervisor or the District Administrator's office whenever such help is needed.

However, the decision to seek diagnosis and accept treatment for alcohol, illegal drug use, or controlled substance abuse is primarily the individual staff member's responsibility. Any costs associated with treatment in excess of those costs covered by the staff member's medical insurance plan shall be borne by the individual.

### **REASONABLE SUSPICION TESTING**

Staff members shall be required to undergo alcohol and/or drug testing at any time the District has reasonable suspicion to believe that the staff member may have violated this policy.

*Please refer to Board Policy 3122.01 and 4122.01 – Drug -Free Workplace*

### **TOBACCO PRODUCTS**

The Board recognizes that the use of tobacco products, as well as other nicotine delivery systems, such as electronic smoking devices, are a health, safety, and environmental hazard for students, staff, visitors, and school facilities. The Board is acutely aware of the serious health risks associated with the use of these products, both to users and non-users, and that their use or promotion on school grounds and at off-campus school-sponsored events is detrimental to the health and safety of students, staff, and visitors. The Board also believes accepting tobacco industry gifts or materials will send an inconsistent message to students, staff, and visitors.

It shall be a violation of this policy for any staff of the District to use, consume, display, promote, or sell any tobacco products, tobacco industry brand, tobacco-related devices, imitation tobacco products, or electronic smoking or vaping devices, regardless of content at any time on school property or at off-campus, school-sponsored events.

The term “off-campus, school-sponsored event” means any event sponsored by the school or School District that is not on school property, including but not limited to, sporting events, day camps, field trips, entertainment seminars, dances or theatrical productions.

The term “school property” means all facilities and property, including land, whether owned, rented, or leased by the District, and all vehicles owned, leased, rented, contracted for, or controlled by the District used for transporting students, staff, and visitors.

The term “smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco,

marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. This specifically included marijuana and hemp plant derived substances, whether or not legally sold in Wisconsin, including CBD product, Delta 8 THC, Delta 9 THC, or any other variation thereof. “Smoking” also includes carrying or using an activated electronic smoking device.

- *Please refer to Board Policy 3215 and 4215 – Tobacco.*

### **3.15 Controls and Oversight**

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

### **3.16 Fraud**

The Board is committed to protecting the financial assets of the District. Fraudulent behavior by School District employees, any contracted entity, or other individual will not be tolerated. Fraudulent behavior includes, but is not limited to, theft, embezzlement, lying or providing false information to obtain a material benefit, including falsification of employee time records or other manipulation of time records to obtain compensation for time not worked, purchasing property for personal use with School Board funds, and inappropriate personal use of School Board property.

- *Please refer to Board Policy 8900 – Fraud.*

### **3.17 Gambling**

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

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

- A. Gifts: An employee or a member of the employee’s immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive incidental entertainment, food, refreshments, meals, or similar amenities, that are provided in connection with a conference or similar work-related activity where the employee's supervisor has reviewed the agenda for the conference or other activity and concluded that such incidentals primarily facilitate the employee's attendance at and participation in the activity, and, therefore, primarily benefit the District rather than serving primarily as a personal benefit. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students.
- Note:** Immediate family shall have the same definition as used in Section 11.01

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the 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 Policies 3214 & 4214 for information on conflicts of interest and for staff gifts and solicitations and § 19.59, Wis. Stats.

- B. Sale of Goods and Services: No District employee may receive for his or her personal benefit anything of value from any person other than the District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of the District or at an activity of the District. § 118.12, Wis. Stats. See Policies 3214 & 4214.

### **3.19 Honesty**

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

- *Please refer to Board Policy 3211 and 4211 – Whistleblower Protection*

### **3.20 Staff Discipline - Investigations**

The Board retains the right and the responsibility to manage the workforce. When the discipline of a staff member becomes necessary, such action shall be consistent with the requirements of any applicable Board policy, and State and Federal law. The District Administrator may issue discipline when deemed appropriate; however, student performance on examinations may not form the basis for staff discipline. This policy does not cover decisions to terminate or nonrenew a staff member's employment or accepting a staff member's resignation (see Policy 3140 – Non-Renewal, Resignation, and Termination).

#### **Investigation of Possible Criminal Activity**

The District may be required to investigate potential wrongdoings on the part of its employees, and such wrongdoing in some cases may involve potential criminal conduct and/or co-occurring law enforcement investigation. Such investigations still require that the employee truthfully answer questions relating to the activity, and refusal to answer may result in discipline up to and including termination. Employees required to respond to questions regarding potential criminal activity are permitted to do so without waiving any Constitutional rights against self-incrimination that may apply during the course of a criminal investigation. As appropriate, employees will be informed of this right, through what is often referred to as a "Garrity Warning". The Garrity Warning informs the employee that the employee is required to respond to questions posed during the investigation and that answers to questions relating to the employee's conduct may be used by the District for determining appropriate discipline, but will not be provided to law enforcement officials in the course of their independent criminal investigation, unless otherwise required by law (see Form 3139 F1 - "Garrity" Warning).

Staff may be disciplined for violations of Board policy or for other failures to meet the expectations and obligations of their position. Discipline may only be issued when just cause exists to issue discipline.



Just cause as used in this policy shall mean that the District has concluded through a preponderance of evidence that a violation has occurred and the level of discipline is appropriate under the circumstances, considering the employee's disciplinary record, and other pertinent factors.

The District Administrator may issue discipline to staff members when deemed appropriate. The level of discipline may range from oral reprimands to suspension and may lead to termination consistent with Policies 3140 and 4140 - Non-Renewal, Resignation, and Termination. The level of discipline shall be consistent with the seriousness of the offense as determined by the District Administrator.

Management efforts engaged to improve an employee's job performance or address specific performance concerns, including letters of direction, performance improvement plans, mandatory training, etc., are not disciplinary in nature and are not subject to this policy or to Policy 3340 - Grievance Procedure.

All instances of staff discipline are subject to the employee grievance procedure, set forth in Policy 3340.

- *Please refer to Board Policy 3139 and 4139 – Staff Discipline*

### **3.21 Licensure/Certification**

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

### **3.22 Nepotism**

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

status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District.

### **3.23 Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel Reimbursement**

- A. Allowances or Mileage Reimbursement: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must possess a valid drivers' license. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, trenchers, and golf carts.
- 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 that occurs while driving a district-owned vehicle. 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. 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 and/or have completed the *Alternative Vehicle Driver Application Form* (Request to Drive School Vans). See Wis. STAT. § 121.52(2). See Appendix D.
- D. Personal Transportation Utilized for School Use
  - 1. Car Insurance

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

### **3.24 Outside Employment**

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The School Board expects employees to



devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment.

### **3.25 Staff Dress and Appearance**

The Board believes that all employees set an example in dress and appearance for their students to follow. As such, the Board has exercised its authority to specify dress and appearance guidelines for staff.

When on duty, professional staff members are expected to dress in a manner that is consistent with the expectations described in Policy 3216-Staff Dress and Grooming.

*Please refer to Board Policy 3216 and 4216 – Staff Dress and Appearance*

### **3.26 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.
- B. Search of Personal Effects [Please see section 3.41 of the *Handbook* for information on the Search of District Property]: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

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

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

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

### **3.28 Personnel – Student Relations**

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

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

### **3.29 Political Activity**

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

- A. No school employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, political topics.
- B. During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a “political purpose” includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.
- C. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District’s policies regarding facilities use by third parties.
- D. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- E. This section does not apply to the provision of information by school employees in connection with any election, referendum or legislation where authorized by the school board or District Administrator and where consistent with legal limitations on the use of public funds and school District resources.

### **3.30 Position Descriptions**

The Board recognizes that it is essential for purposes of accountability that each staff member is fully aware of the duties and responsibilities of his/her position. Job descriptions document and describe the essential functions for staff positions and thereby promote organizational effectiveness and efficiency.

For more information regarding job descriptions, staff members shall refer to Policy 3120.01 and 4120.01 – Job Descriptions. Further, if a copy of a job description is required or desired, the staff member shall ask their immediate supervisor or go to the District Office and request a duplicate copy.

### **3.31 Severance from Employment**

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

- A. Termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];
- B. voluntary resignation;
- C. retirement;
- D. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
- E. failure to return to work following an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer [only applicable to employees where a reemployment process is expressly provided for in other sections of this *Handbook*];
- F. the employee having been on reemployment opportunity status for twelve (12) consecutive months [only applicable to employees where a reemployment process is expressly provided for in other sections of this *Handbook*];
- G. failure to return to work the day following the expiration of an authorized leave of absence; and
- H. job abandonment.

### **3.32 Solicitations**

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

### **3.33 Student/Parent Handbook**

The Student/Parent Handbook is available online at: <https://www.horicon.k12.wi.us/schools/high/for-parents.cfm>

### **3.34 Teamwork**

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

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

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

### 3.35 Wellness

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

### 3.36 Whistleblower Protection

The Board expects all its employees to be honest and ethical in their conduct, and to comply with applicable State and Federal law, Board policies and administrative procedures. Pursuant to State law, the Board expects instructional staff members to report to their immediate supervisors any violation or suspected violation of any Federal, State or local law, policy, or regulation committed by any employee, or agent of an agency or independent contractor which is doing business with the Board, which creates and presents a substantial or specific danger to the public's health, safety, or welfare. Additionally, staff members are expected to report any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor which is doing business with the Board.

It is the responsibility of an employee who is aware of conduct on the part of any Board member or employee that possibly violates Federal or State law, or Board policy, to call this conduct to the attention of their immediate supervisor. If the employee's immediate supervisor is not responsive or is the employee whose behavior is in question, the employee should report the alleged misconduct to the District Administrator.

After such a report is made, the immediate supervisor will ask that the report be put in writing.

Any employee making such a report shall be protected from discipline, retaliation, or reprisal for making such report as long as the employee made such a report based on a reasonable and good faith belief that the report is accurate and not based on the employee's intent to harm, harass, intimidate, or retaliate against another individual.

Employees are subject to disciplinary action, up to and including termination, for purposely, knowingly, or recklessly making a false report under this policy. Conversely, employees are subject to disciplinary action, up to and including termination, if they are aware of a violation of Federal, State, or local law that the Board has the authority to correct and they do not make a report confirmed in writing to their immediate supervisor.

If the alleged misconduct that is reported involves a Board member, the employee shall report to the District Administrator who is authorized to engage the Board's legal counsel to manage an investigation concerning the matter. If the report concerns the District Administrator the employee shall make the report to the Board President, who is authorized to engage the Board's legal counsel to manage the investigation.

- ***Please refer to Board Policy 3211 and 4211 – Whistleblower Protection***

### **3.37 Work Spaces, Including Desks, Lockers, etc.**

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

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

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

### **3.38 Workplace Safety**

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

1. Location of fire alarms;
2. Location of fire extinguishers;
3. Evacuation routes; and
4. Whom to notify in case of fire

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

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

1. “Injury” means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
2. “Performance of duties” means duties performed within the employee’s authorized scope of employment and performed in the line of duty.

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

review of the matter. Furthermore the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.

### **Discrimination**

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under Part I, section 5 of this *Handbook* and District policies 3340 & 4340 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>

- A. **Weapons:** The Board prohibits professional staff members from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the District for the purpose of school activities approved and authorized by the District including, but not limited to, property leased, owned, or contracted for by the District, a school-sponsored event, or in a District vehicle, to the extent permitted by law. *Please refer to Board Policy 3217 and 4217 – Weapons.*

### Concealed Carry Permit Holders

Nothing in this policy prohibits an employee with a properly issued permit to carry a concealed weapon from exercising his/her rights consistent with Wisconsin's concealed carry law and the State and Federal gun free school zones laws. However, a staff member who is the holder of a concealed carry permit license issued or recognized by the State of Wisconsin may not, by virtue of Wis. Stat. 948.605(2)(b)1r, possess a concealed weapon anywhere in or on school grounds, including parking areas.

### Definition of Weapon

The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms (including, but not limited to, firearms as defined in 18 U.S.C. 921(a)(3)), guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives (subject to the exceptions below), razors with unguarded blades, clubs, electric weapons (as defined in 941.295(1c)(a), Wis. Stats.), metallic knuckles, martial arts weapons, chemical agents, ammunition, and explosives.

- B. **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.
- C. **Workplace Safety Definition for Grievance Procedure:** In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:
1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).



2. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions).
3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
4. The individual(s) filing the grievance must propose a specific remedy.
5. The issue and proposed remedy must be under the reasonable control of the District.

### **3.39 Violence in the Workplace**

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

B. Definitions as Used Under this Section:

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

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

1. Assault or battery.
2. Blatant or intentional disregard for the safety or well-being of others.
3. Commission of a violent felony or misdemeanor.
4. Dangerous or threatening horseplay or roughhousing.
5. Direct threats or physical intimidation.
6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
7. Physical restraint, confinement.
8. Possession of weapons of any kind on District property [please see section 3.43].
9. Stalking.
10. Any other act that a reasonable person would perceive as constituting a threat of violence.

D. Reporting – Threats of Violence: An employee, regardless of position, shall immediately inform, by telephone or personally, a law enforcement agency of the facts and circumstances



contributing to the belief that there is a serious and imminent threat to the health or safety of a student or school employee or the public. The report shall contain detailed information concerning the nature of the threat. The staff member shall cooperate fully with law enforcement. When such a report is made, the staff member shall also inform the building administrator or District Administrator, as well as the School Resource Officer, if available. If a threat is reported to the building administrator, s/he shall immediately notify the District Administrator and coordinate the District's coordination with law enforcement, students, and parents as the circumstances require. *Please refer to Board Policy 8462.01 – Threats of Violence.*

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

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

- F. Threatening Behavior Toward Staff Member: The Board believes that a staff member should be able to work in an environment free of threatening speech or actions. Threatening behavior consisting of any words or deeds that intimidate, or are intended to intimidate, a staff member or are reasonably likely to cause concern for his/her physical and/or psychological well-being is strictly forbidden. Such actions by any student, parent, visitor, staff member, Board member, contractor, or agent of the Board is prohibited, and the Board authorizes appropriate corrective and remedial action including disciplinary action where appropriate, referral to law enforcement, or pursuit of other remedies, including injunctive relief if appropriate. This policy should be read consistent with, and in conjunction with, school safety and the mandatory reporting of threats of violence in Policy 8462.01 - Threats of Violence.

Any staff member who believes that they are the victim of threatening behaviors or has observed such actions taken by a student, parent, fellow staff member, supervisor, co-worker, other member of the District community, or Third Parties, promptly should take the following steps:

- A. If the Respondent would be the staff member's supervisor or a member of the District office staff, as soon as possible after the incident, the Complainant should contact the District's Compliance Officer (see Policy 4362 – Employee Anti-Harassment).
- B. If the Respondent is not the staff member's supervisor or member of the District office staff, as soon as possible after the incident, the Complainant should contact their supervisor or the District Compliance Officer.
- C. If the Respondent is a student of the District, the supervisor, if not the student's principal, should immediately inform the student's Principal of the alleged threat.

The staff member may make contact either by a written report or by telephone or personal visit. During this contact, the reporting staff member should provide the name of the person(s) whom the staff member believes to be responsible for the threatening behavior and the nature of the threatening behavior incident(s).

- *Please refer to Board Policy 3362.01 and 4362.01 – Threatening Behavior Toward Staff Members.*

### **3.40 Legal Custodian of Records**

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

### **3.41 Lactating Employees**

The Board supports staff members who choose to express breast milk. When any staff member, whether a professional staff member or support staff member has notified their supervisor of the staff member's intent to express breast milk during the workday, the principal shall make necessary arrangements to provide the following:

- A. An appropriate location that is suitable for expressing breast milk. The location must be shielded from view and not accessible during usage by any other person. The location provided may not be a bathroom.
- B. A reasonable amount of time to complete the activity based on an established schedule of frequency the staff member requires. The staff member is responsible for providing a schedule of frequency and for completing the process efficiently.

Any staff member who has given birth to a child and opts to express breast milk thereafter is entitled to the benefits of this policy.

Any staff member who has provided notice of the need to express breast milk at work and has complied with the responsibilities of doing so in this policy is eligible to do so for up to one (1) calendar year from the birth of the child.

No staff member who requires break time to express breastmilk consistent with this policy shall be subjected to retaliation or any form of adverse treatment for doing so.

Any staff member who feels they have been denied adequate protections or feels they have been retaliated against or otherwise treated unfairly as a result of availing themselves of the rights described in this policy shall report such concerns to the District Administrator. Any such report shall specify the alleged deficiency and desired resolution so that the District Administrator may provide an appropriate resolution, within ten (10) calendar days of the report.

The benefits described in this policy shall be administered concurrently with other benefits, such as Family Medical Leave Act (FMLA) rights.

- *Please refer to Board Policy 8700 – Lactating Employees*

### **3.42 Physical Examination**

The Board requires any candidate who has been offered employment in a position that involves contact with children or preparation of food for children, as a condition of employment, to submit to an

examination, including a tuberculosis screening questionnaire. Additional testing may be required to assure freedom from tuberculosis in communicable form.

No physical examination may be required of any employee who has filed an affidavit with the District Administrator requesting such exemption on the basis that the employee relies exclusively on prayer or spiritual healing in accordance with the teaching of a bona fide religious sect, denomination, or organization and that the employee is to the best of his or her knowledge and belief in good health. An employee exempt from the physical examination requirement may still be required to submit to an examination if there is reason to believe the employee may have an illness that is detrimental to the health of students. Such examination shall be only to the extent sufficient to determine whether the employee suffers from such illness.

The District Administrator may establish additional physical examination requirements for positions requiring particular demands or as may otherwise be required by law. Any fitness for duty examination shall be job related and out of necessity for safe and proper performance of job duties.

- *Please refer to Board Policy 3160 and 4160 – Physical Examinations*

### **3.43 Unrequested Leave of Absence/Fitness for Duty**

It is the policy of the Board to protect students and employees from the effects of contagious diseases and other circumstances that render staff members unable to perform their duties.

The Board authorizes the District Administrator to place a staff member on unrequested leave of absence for physical or mental inability to perform assigned duties in conformance with the law.

The District Administrator may require that the staff member submit to an appropriate examination by a healthcare provider of the staff member's choice, a healthcare provider designated and compensated by the District, or both.

The staff member will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) in order to allow the report of the medical examination to be released to the Board/District Administrator and to allow the District Administrator to speak to the healthcare provider who conduct the medical examination in order to get clarification. Refusal to submit to an appropriate examination or to execute the HIPAA release will be grounds for disciplinary action, up to and including termination.

As required by Federal law and regulation and Board Policies 3122.02 and 4122.02 – Nondiscrimination Based on Genetic Information of the Employee, the District Administrator shall direct the provider designated by the Board to conduct the examination not to collect genetic information or provide any genetic information, including the individual's family medical history, in the report of the medical examination.

Pursuant to State law and in accordance with the Americans with Disabilities Act, as amended (ADA) and the Genetic Information Nondiscrimination Act (GINA), the results of any such examination shall be treated as a confidential medical record and will be exempt from release, except as provided by law. If the District inadvertently receives genetic information about an individual who is required to submit to an appropriate examination from the medical provider, it shall be treated as a confidential medical record as required by the ADA.

If, as a result of such examination, the staff member is found to be unable to perform assigned duties, the staff member shall be placed on a leave of absence pending further determination of ability to perform duties, including evaluation of any reasonable accommodations in the event of the existence of a disability.

Should a staff member refuse to submit to the examination required by the District Administrator such refusal shall subject the staff member to disciplinary action.

The District Administrator may designate any period of leave under this policy as qualifying leave under State and/or Federal FMLA leave entitlement consistent with Policies 3430.01 and 4430.01– Family & Medical Leave of Absence (“FMLA”) as provided by law.

- *Please refer to Board Policies 3161 and 4161 = Unrequested Leave of Absence/Fitness for Duty*

### **3.44 Religious Activities and Observances**

The Board acknowledges that the U.S. Constitution prohibits it from adopting any policy or rule promoting or establishing a religion or any policy that unlawfully restricts any person’s free exercise of the individual right to worship enjoyed by all persons. Within the confines to this legal framework, the Board adopts the following policy to address the scope of these rights and the District’s authority within its own facilities or during events.

As public employees, while on duty and acting within the scope of employment or pursuant to official duties, District staff members shall not use prayer, religious readings, or religious symbols as a devotional exercise or in an act of worship or celebration. Staff are expected to avoid circumstances where the staff member’s expression of religious views could be reasonably construed as an endorsement or approval of the message by the school or District. Nothing in District policy or its application shall serve to prohibit or interfere with any staff member’s free exercise of their religious views in circumstances not covered by this policy.

- *Please refer to Board Policy 8800 = Religious Activities and Observances*

### **3.45 Notice of Video Surveillance**

The Board authorizes the use of video surveillance and electronic monitoring equipment at various school sites throughout the District and on school buses. Wherever the terms video surveillance or electronic monitoring are used, such reference includes both video and audio surveillance as possible technologies employed.

The District Administrator is responsible for determining where to install and operate fixed-location video surveillance/electronic monitoring equipment in the District. The determination of where and when to use video surveillance/electronic monitoring equipment will be made in a nondiscriminatory manner. Video surveillance/electronic monitoring equipment may be placed in common areas in school buildings (e.g. school hallways, entryways, the front office where students, employees and visitors are permitted to freely come and go, gymnasiums, cafeterias, libraries), the school parking lots and other outside areas, and in school buses. Except in extraordinary circumstances and with the written authorization of the District Administrator, video surveillance/electronic monitoring equipment shall not be used in areas where persons have a reasonable expectation of privacy (e.g. restrooms, locker rooms, changing areas, private offices (unless there is express consent given by the office occupant), or conference/meeting rooms), or in individual classrooms during instructional times.

Any person who takes action to block, move, or alter the location and/or viewing angle of a video camera shall be subject to disciplinary action.

Legible and visible signs will be placed at the main entrance to buildings and in the areas where video surveillance/electronic monitoring equipment is in use to notify people that their actions/behavior are subject to being monitored/recorded, which may include video and audio recording or both.

The Board will not place video surveillance/electronic monitoring equipment for the purpose of obtaining information for routine staff appraisal/evaluation or monitoring; however, video footage captured in the normal course of surveillance which shows information pertinent to staff performance or conduct may be used for that purpose.

- *Please refer to Board Policy 7440.01 – Video Surveillance and Electronic Monitoring*

## **SECTION 4. MANAGEMENT RIGHTS**

### **4.01 Delineation of Rights**

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

- A. To direct all operations of the school system;
- B. To establish and require observance of reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees in positions within the school system;
- D. To suspend, discharge and take other disciplinary action against employees;
- E. To relieve employees from their duties because of lack of work or any other legitimate reason;
- F. To maintain efficiency of school system operations;
- G. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
- H. To introduce new or improved methods or facilities;
- I. To select employees, establish quality standards and evaluate employee performance;
- J. To determine the methods, means and personnel by which school system operations are to be conducted;
- K. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- L. To determine the educational policies of the District; and
- M. To contract out for goods and services.

## **SECTION 5. GRIEVANCE PROCEDURE**

### **5.01 Purpose**

The purpose of this Section is to provide for the exclusive internal method for resolving grievances concerning discipline, termination and workplace safety. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure. Any employee of the District has the right to access the grievance procedure provided the grievance is filed within applicable timelines and provided the issue presented concerns a grievable complaint. *See Board Policies 3340 & 4340 – Grievance Procedure for more information.*

## **SECTION 6. PAY PERIODS**

### **6.01 Annualized Payroll Cycle**

- A. School Year Support Staff: All non-exempt school-year employees shall be on a nine (9) to ten (10) month basis and shall be placed on a eighteen (18) to twenty (20) payroll cycle, depending on the last day worked.
- B. Calendar Year Employees: All calendar year employees scheduled to work the calendar year will be placed on a (24) payroll cycle. Teachers: All teachers scheduled to work during the school year will be placed on a (20) twenty or twenty-four (24) payroll cycle. The option to choose their selection will be included on their annual contract.

*Note: Additional Resources on this item are found in Wis. Stats. § 109.03(1)(b).*

### **6.02 Payroll Dates**

The payroll dates shall be the 15th and 30th of each month. The 2<sup>nd</sup> check in February shall be issued on the last day of February. In the event a pay date falls on a holiday, weekend, checks will be issued on the school day preceding the holiday, weekend, or vacation period. The first pay date of the school year for school year employees will be September 15th or the first day of school, whichever is later.

### **6.03 Direct Deposit Payment Method**

All Regular School Year or Calendar Year employees shall participate in a direct payroll deposit plan. Direct deposit changes will be made as soon as practicable after written notice is made to the district office. Each non-exempt employee shall, with each payroll deposit slip, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each exempt employee shall, with each payroll deposit slip, receive information on the employee's salary received.

### **6.04 Definitions for Payroll Purposes Only**

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

### **6.05 Salary Deferrals –Tax Sheltered Annuities (TSA)**

- A. The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program



and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an “Investment Vehicle”).

- B. Refer to the School District of Horicon 403(b) Basic Plan Document located in the District Office for further information.

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

### **7.01    Mileage Reimbursement**

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

### **7.02    Expense Reimbursement**

Employees required, or approved, by the District to attend conferences, seminars, and in-service training sessions will receive expense reimbursement according to the current per diem rate schedule posted on the U.S General Services Administration website:

[https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems\\_report&fiscal\\_year=2023&state=WI&city=&zip=](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2023&state=WI&city=&zip=)

## **SECTION 8.                   WORKER’S COMPENSATION**

### **8.01    Worker’s Compensation Coverage and Reporting Responsibilities**

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

#### **Benefits While on Worker's Compensation**

If any employee is injured while performing duties for the District, the employee will be compensated in the following manner:

The District will compensate an employee for time off relating to an injury or illness that is determined to be compensable under the State of Wisconsin Workers Compensation benefit program. Any reimbursable payments from the Workers Compensation Insurance Carrier will be paid directly to the District, not the employee. If the injury is determined not to be compensable under the State of Wisconsin Workers Compensation benefit program, the employee will be required to use either sick or personal leave for any time needed off of work. The use of vacation time, if available, is optional. The Worker's Compensation Insurance Company or the District may request an Independent Medical Examination to determine the legitimacy of the claim/injury.



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

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

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

## **SECTION 9. PAID LEAVE**

### **9.01 Paid Leave Credit**

- A. All Employees: Each employee shall receive fourteen (14) days of paid leave during each fiscal year consisting of twelve (12) sick days and two (2) personal days.
- B. Crediting of Paid Leave: Paid 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. Accumulated sick or personal leave will not be paid out when an employee is terminated or resigns unless they have met retirement criteria set forth in the employee agreement.
- C. Regular Part-time Employees: Regular part-time employees will receive paid leave on a pro-rated basis based upon the number of hours they are scheduled to work.

### **9.02 Paid Leave Use**

- A. Paid leave shall be paid for any absence from work due to the:
  - 1. Personal illness, injury or serious health condition of the employee;
  - 2. Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a disability as set forth in Wisconsin Administrative Code section PI 11.02(2) and §115.76(5), Stats. (Examples of a disability include: cognitive disability, learning disability, autism, etc.)
  - 3. Serious health condition of a spouse, child, domestic partner or parent.
  - 4. Medical or dental appointments for the employee and/or family members that cannot be scheduled outside of the employee's regularly scheduled work hours.
  - 5. Family emergencies or special circumstances at the discretion of the District Administrator
  - 6. For those that take sick leave, that do not otherwise qualify (i.e., use it like vacation), it is a disciplinary matter for abuse of sick leave. It has also been considered theft of public monies. In schools, it is also considered a lack of concern for students and other staff. Remedies include:
    - No pay for the day.
    - Separate discipline, up to and including termination.
    - It becomes part of the personnel file, and can be provided to future employers.
- B. Definitions: the following definitions apply under this section:

1. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 9.02, A (3), all definitions in this paragraph apply except for age eighteen (18).
  2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse 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.
- D. Paid Leave Increments: Paid leave may be allowed in increments of fifteen (15) minutes.

- E. FMLA Leave: Employees requesting FMLA may choose to use their personal days during their leave of absence; however, are not required to. All sick leave balances must be depleted before going unpaid, unless the employee is on approved WFMLA. Employees that are not on an approved FMLA and deplete their sick leave balance must use their personal leave before going unpaid.

### **9.03 Paid Leave Accumulation**

- A. A maximum of twelve (12) days of unused paid leave may be banked each year. No unused personal days may be accumulated.

B. **Paid Leave and Long-term Disability**

In the event an employee becomes eligible for benefits under the District's long term disability insurance program, referred to in *Section 15.07*, the employee will no longer receive paid leave.

### **9.04 Overused Paid Leave**

If an employee were to leave the school system prior to the completion of his/her contract term or the school year for an individual teacher and had used more paid leave than what was earned, a sum equal to the paid leave days used but not earned would be deducted from the remaining pay. Deductions will be based on a maximum of fourteen (14) days per contract year (12 Sick and 2 Personal Leave).

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

If at all possible, each employee shall be required to inform his/her supervisor prior to his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 9.02 above. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

### **9.06 Holidays during Paid Leave**

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

### **9.07 Paid Leave Listing**

Each employee shall receive a report summarizing his/her paid leave and vacation usage [if applicable] during the previous employment year upon request.

## **SECTION 10. JURY DUTY LEAVES**

### **10.01 Jury Duty Leave**

Subject to the provision on "Payment for Time Out on Jury Duty" (see below), a non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury for which he or she is summoned by the court when such duty occurs during the employee's work hours. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or work days.

\*See Appendix P for Jury Duty Leave Procedures.

## **10.02 Employee Notice**

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

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

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

## **10.04 Return to Work From Jury Duty**

An employee is expected to return to work immediately after being relieved of jury duty. If relief from jury duty occurs with less than two hours of the employee's work day remaining, he/she is not expected to return to work.

- *Please refer to Board Policies 3431 and 4431 = Employee Leaves*

# **SECTION 11. BEREAVEMENT LEAVE**

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

In the event of death in an employee's immediate family, the employee shall be allowed per occurrence up to three (3) days off work with pay. Such days shall not be deducted from the employee's paid leave. Employees who have banked bereavement days (Non-Exempt Staff Without Individual Contracts and Non-Represented Staff) will be allowed to use those days in addition to the allowed bereavement days. Immediate family includes the spouse, parents, domestic partner, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse.

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

Employees shall be granted one (1) day with pay (if paid leave is available) per occurrence to attend funerals of other more distant relatives, friends and neighbors. Employees may use sick, personal, vacation, or banked personal leave if available.

## **11.03 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 unpaid. Employees may use sick, personal, vacation, or banked personal leave if available.

#### **11.04 Part-time Employee**

Part-time employees will receive bereavement leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works eight (8) hours per day.

#### **11.05 Bereavement Leave Increments**

Bereavement leave may be allowed in increments of fifteen (15) minutes.

\*See Appendix Q for Bereavement Leave Chart.

- *Please refer to Board Policies 3431 and 4431 = Employee Leaves*

### **SECTION 12. PERSONAL LEAVE**

#### **12.01 Personal Days Provided**

- A. All employees will be granted two (2) personal days during each fiscal year. Personal leave days will not accumulate.
- B. A “day” of personal leave is defined the same as a “day” of paid leave and may be used in the same increments as paid leave.

#### **12.02 Reasons for Personal Leave**

Personal leave may be used for compelling personal obligations, unforeseen emergencies or appointments, and personal business which cannot reasonably be conducted outside of the employee's workday. For example, personal days may be used for pet emergencies, vehicle matters, attending a wedding, etc. For FMLA purposes, personal days may be used but are not required.

#### **12.03 Personal Leave Day Restrictions**

Personal leave days shall not be used to extend a holiday, vacation, or school recess period. The personal 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. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. In addition, personal leave shall not be used to attend Association membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.

#### **12.04 Approval of Personal Leave and the Total Number of Employees on Personal Leave**

- A. A request in writing to the Administrator shall be made as far in advance as possible, normally not less than five (5) working days before the actual day requested. If the request is less than 5 working days, the employee must contact their immediate supervisor, providing purpose for leave, and to seek approval from the District Administrator.
- B. The Administrator has the right to approve or disapprove all requests.

- C. No more than three (3) employees throughout the district 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.

### **12.05 Part-time Employees**

Part-time employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works eight (8) hours per day.

### **12.06 Personal Leave Increments**

Personal leave may be allowed in increments of fifteen (15) minutes.

## **SECTION 13. UNIFORMED SERVICES LEAVE**

### **13.01 Uniformed Services Leave of Absence**

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

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

- A. Army, Navy, Marine Corps, Air Force and Coast Guard
- B. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve
- C. Army National Guard and Air National Guard
- D. Commissioned Corps of the Public Health Service
- E. Any other category of persons designated by the President in time of war or emergency

### **13.02 Seniority/Length of Service during Uniformed Services Leave**

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

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

- A. Active duty and active duty for training
- B. Initial active duty for training
- C. Inactive duty training
- D. Full-time National Guard duty
- E. Absence from work for an examination to determine a person's fitness for any of the above types of duty
- F. Funeral honors duty performed by National Guard or Reserve members
- G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). See 42 U.S.C. § 300hh-11(d).

### **13.03 Request for Uniformed Services Leave**

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

- *Please refer to Board Policies 3431 and 4431 = Employee Leaves*

## **SECTION 14. UNPAID LEAVES OF ABSENCE**

### **14.01 Medical Leave**

- A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the 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 Section 15.07. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.

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

- B. Benefits During Leave:

1. 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. This provision does not apply when the insurance premium is waived by the insurance carrier.

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

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

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

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

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

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

## **14.02 Child Rearing Leave**

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least thirty (30) days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. 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 leave and/or an early return from the leave shall only be upon the mutual agreement of the employee and the Board.

C. Benefits during the unpaid child rearing leave:

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

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

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

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

A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least 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 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.
  2. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
  - 3.
- D. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable.

#### **14.04 Volunteer Fire Fighter, Emergency Medical Technician, First Responder, or Ambulance Driver Leave**

A staff member who is a volunteer fire fighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation may be late for or absent from work without pay if the lateness or absence is due to the staff member responding to an emergency that begins before the staff member is required to report to work and if the staff member complies with all of the following requirements:

1. By no later than thirty (30) days after becoming a member of a volunteer fire department or fire company or becoming affiliated with an ambulance service provider, the staff member submits to the District a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider notifying the District that the staff member is a volunteer fire fighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation;
2. When dispatched to an emergency, the staff member makes every effort to notify the District that the staff member may be late for or absent from work due to the staff member responding to the emergency or, if prior notification cannot be made due to the extreme circumstances of the emergency or the inability of the staff member to contact the District, submits to the District a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider explaining why prior notification could not be made; and
3. When late for or absent from work due to responding to an emergency, the staff member provides, at the request of the District, a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service

provider certifying that the staff member was responding to an emergency at the time of the lateness or absence and indicating the date and time of the response to the emergency.

When the status of a staff member as a member of a volunteer fire department or fire company or as an affiliate of an ambulance service provider changes, including termination of that status, the staff member shall notify the District of that change in status.

- *Please refer to Board Policies 3431 and 4431 = Employee Leaves*

#### **14.05 Bone Marrow or Organ Donor Leave Policy**

A staff member may take up to six (6) weeks of leave in a twelve (12) month period as necessary for the employee to undergo bone marrow or organ donation procedure and to recover from the procedure. The employee may be required to provide written medical certification that s/he will serve as a donor and the amount of leave time necessary.

Leave taken for this purpose is unpaid, however, an employee is eligible to substitute available accrued paid leave for all or some of the leave taken under this policy. An employee must provide as much advance notice as possible so as not to unduly disrupt the District's operations. The employee will be returned to the same position upon return or if that position is no longer available an equivalent position and shall not lose any benefits during leave, including the right to continue health insurance coverage as provided for in the District's FMLA policy, Policies 3430.01 and 4430.01.

- *Please refer to Board Policies 3431 and 4431 = Employee Leaves*

#### **14.06 Leave for Voting**

A staff member who is eligible to vote may take up to three (3) consecutive hours of unpaid leave to vote while the polls are open on Election Day. The staff member must submit a leave request to the District Administrator prior to Election Day. The District Administrator must approve the leave, but may identify a specific three (3) hour period during the staff member's work hours that the staff member is permitted to utilize for voting.

Leave for voting is provided on an unpaid basis. However, the District Administrator may approve the leave with pay or allow the employee to substitute paid leave for the unpaid Election Day leave. Staff members may not be penalized for using voting leave.

- *Please refer to Board Policies 3431 and 4431 = Employee Leaves*

#### **14.07 Election Day Official**

The District Administrator shall approve a one (1) day unpaid leave of absence for any staff member who is appointed to serve as an election official, provided the staff member has given the District at least seven (7) days' notice of the leave. In accordance with State law, the District may request confirmation from the municipal clerk of the staff member's appointment as an election official.

Leave to serve as an election official is provided on an unpaid basis. If available, a staff member may substitute paid leave such as personal leave. Staff members may not be penalized for using leave to serve as an election official.

- *Please refer to Board Policies 3431 and 4431 = Employee Leaves*

#### **14.08 Leave to Testify**

Any employee who is issued a subpoena to testify in a criminal court proceeding shall be provided the following:

1. If the proceeding relates to a criminal matter under Chapters 48 or 938 of the Wisconsin Statutes, the employee may not be discharged from employment for absences due to testifying, provided that the employee provides notice within one (1) business day of receiving the subpoena;
2. Any employee subpoenaed to testify in a matter that involves a crime committed against the employer or against the employee in the course of employment (including an act committed by a juvenile that would be a crime if committed by an adult), shall be provided paid time off to do so such that no loss of wages or benefits occurs as a result of compliance with the subpoena.

- *Please refer to Board Policies 3431 and 4431 = Employee Leaves*

### **SECTION 15. BENEFITS APPLICABLE TO ALL EMPLOYEES**

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

The District will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account [FSA] under applicable sections of the

Internal Revenue Code (§ 105, § 106, § 125 and § 129) to permit employees to reduce their salary and contribute to an FSA to cover the following expenses:

- A. Payment of insurance premium amounts (IRC § 106);
- B. An employee may designate, under the flexible reimbursement plan/cafeteria plan, the maximum amount defined by the Internal Revenue Service of eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year, and
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.
- D. The Cafeteria Plan/Flexible Spending Account is administered by a third-party vendor.

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

#### **15.02 Dental Insurance**

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

coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

### **15.03 Health Insurance**

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

### **15.04 Heart Risk Assessment and Health Survey Assessment**

The time at which this provision goes into effect will be determined at a later date.

All employees enrolled in the District's insurance and employees enrolled in the District's alternative benefit plan in lieu of health insurance are covered by this provision.

- A. The heart risk assessment consists of a screening process that includes blood pressure checks, height and weight to determine BMI, cholesterol tests and blood glucose tests, the results include glucose, triglycerides, HDL and LDL levels and the employee's ratio. In addition, the employee receives a computerized personal wellness profile to provide a comprehensive heart health assessment. The District may modify the requirements at any time.
- B. District will pay the full cost of the health risk assessment . The Heart Risk Assessment and the Health Survey Assessment must be completed every year and is the responsibility of the employee if he/she desires to have the reduced health insurance premium contribution as set forth below. The District shall pay the full cost of the District approved Health Survey Assessment. The Health Survey Assessment will be administered on the same schedule as the Heart Risk Assessment.
- C. The eligible employee, including those employees on the Alternative Benefit Plan, will have to select whether to participate in the Heart Risk Assessment and Health Survey Assessment on or before June 1<sup>st</sup>. Employees with pre-existing medical conditions may be exempt from portions of the Heart Risk Assessment based upon certification from the employee's physician that the employee cannot complete that portion of the Heart Risk Assessment due to the employee's pre-existing medical condition. The employee is still obligated to complete the other portions of the Heart Risk Assessment and the Health Survey Assessment in order to receive the lesser insurance premium contribution. 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

If the Heart Risk Assessment is not completed by June 1<sup>st</sup> the employee will be responsible for the health insurance contribution at the higher rates effective July 1<sup>st</sup> if the employee is enrolled in the District's health insurance. If the Heart Risk Assessment is not completed by June 1<sup>st</sup> the employee will have his/her alternative benefit plan cash payment reduced by

\$\_\_\_\_\_ per month effective July 1st if the employee is enrolled in the District's alternative benefit plan.

- D. New employees have thirty (30) calendar days to select whether to participate in the Heart Risk Assessment and Health Survey Assessment. After committing to participate, the new employee will have ninety (90) calendar days to complete the Heart Risk Assessment and Health Survey Assessment. Thereafter, the employee will follow the Heart Risk Assessment and Health Survey Assessment schedule as stated above.
- E. The District will be responsible for contacting a health provider and arranging the Heart Risk Assessment and Health Survey Assessment for the employees. The District will offer the assessment on-site at times and dates convenient for the employees. An employee may schedule an appointment for the Heart Risk Assessment off-site directly with the health provider chosen by the District.
- F. The only information that the District will receive from the health provider is whether the employee did or did not take the Heart Risk Assessment and Health Survey Assessment.

### **15.05 Liability Insurance**

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

### **15.06 Life Insurance**

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

### **15.07 Long-Term Disability**

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

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

The Board shall contribute the employer's share. The employee shall pay the employee's required WRS contribution as required by state statute. Under no circumstances shall the Board pay the employee's required WRS contribution as stipulated in Wisconsin Act 10.

### **15.09 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 and dental insurance plan at the group rate in certain instances where coverage under the plan would otherwise end. The Cafeteria Plan/Flexible Spending Account is administered by a third-party vendor.

- 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 and dental),



may qualify for continuation coverage if District -sponsored coverage is lost due to the occurrence of any of the following qualifying events:

1. Voluntary or involuntary termination of employment for any reason other than “gross misconduct.”;
2. Death of the covered employee;
3. Divorce or legal separation from the covered employee;
4. Loss of “dependent child” status;
5. Eligibility for Medicare entitlement;
6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.

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

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

1. The employee's death;
2. Divorce or legal separation;
3. The covered employee becomes eligible for Medicare;
4. A child loses his or her “dependent child” status.

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

D. **Premium Cost & Payment:** The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District’s contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee’s participation, the employee will be notified of the new premium 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 on time;
2. The employee obtains similar coverage through a different employer;
3. The employee becomes eligible for Medicare and converts to an individual policy;
4. The District terminates its health plan;
5. The employee’s guaranteed continuation period expires.

The employee or a qualified beneficiary has the responsibility to inform the insurance provider 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 insurance provider 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 insurance provider 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.).

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).

## **SECTION 16. WORK STOPPAGE**

The Board is obligated and committed to provide certain basic services to students participating in District programs. Recognizing the fact that the district, for various reasons, could experience an authorized work stoppage, the Board remains committed to providing educational and related services. Staff members who fail to perform their normal duties when so required as part of a concerted unauthorized work stoppage will be subject to loss of pay and fringe benefits, including paid insurance coverage, as well as disciplinary measures in accordance with the laws of the State. *See Board Policy 3531 and 4531 – Unauthorized Work Stoppage*

## **SECTION 17. CONFORMITY TO LAW**

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

## **SECTION 18. CROWD FUNDING**

This policy applies to the use of any form of crowdfunding utilizing an online service or website-based platform for the financial benefit or gain of the district – be it a specific classroom, grade level, department, school, or curricular or extra-curricular activity.

For purposes of this policy, 'crowdfunding' is defined as the solicitation of resources from individuals and/or organizations to support identified activities or projects that enhance the educational program or a

specific cause approved by the District. The solicitation is typically from a large number of individuals/organizations utilizing internet-based technologies.

Crowdfunding activities aimed at raising funds for a specific classroom or school activity, including extra-curricular activity, or to obtain supplemental resources (e.g., supplies or equipment) that are not required to provide a free, appropriate, public education to any students in the classroom may be permitted, but only with the specific approval of the District Administrator.

Such approved crowdfunding activities are authorized to use the District name, logo, mascot, or any other name which would associate an activity with the District.

All approved crowdfunding activities shall protect the privacy of students, children, and young adults in accordance with Board policies and District administrative guidelines and applicable State and Federal law, including FERPA and IDEIA.

Materials, supplies, equipment, and other proceeds of the crowdfunding activity shall become the property of the District or school. Cash or equivalent payment to District-personnel is prohibited. All fiscal transactions shall comply with appropriate Board policies.

All crowdfunding activities are subject to AG 6605 and other applicable Board policies including, but not limited to, Policy 5830 - Student Fundraising.

- *Please refer to Board Policy 6605 – Crowdfunding.*

# **PART II**

## **STAFF WITH INDIVIDUAL CONTRACTS UNDER S.S. 118.21, WIS. STATS. & PROFESSIONAL/ EXEMPT NON- SUPERVISORY EMPLOYEES**

*Dedicated to  
Serving the  
Students  
of the  
School  
District of  
Horicon*

## **SECTION 1. SCHOOL DISTRICT TEACHER CONTRACT**

### **1.01 Sample Contracts**

Samples of the full-time and part time teacher contracts can be found in Appendix F.

## **SECTION 2. DISCIPLINE, TERMINATION AND NONRENEWAL**

### **2.01 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. A critical function of the Board is maintaining personnel necessary to carry out the District's educational program and mission. In the course of carrying out this function, the Board will at times find it necessary to end an employment relationship with a member of the professional staff. This policy governs the process of nonrenewal and termination of employees, as well as the conditions under which a resignation may be accepted.

- *Please refer to Board Policy 3140 – Non-Renewal, Resignation, and Termination*

### **2.02 Standard for Discipline and Termination**

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

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

### **2.03 Representation**

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

### **2.04 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.

## **2.05 Termination of Employment**

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

- A. If the employee is discharged pursuant to section 1.03.
- B. If the employee quits his/her employment.
- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
- D. If the employee retires.

## **SECTION 3. PROFESSIONAL HOURS/WORKDAY**

### **3.01 Normal Hours of Work**

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

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

Elementary School - 7:40am – 3:40pm

Middle/High School - 7:35am – 3:35pm

If a teacher accepts a voluntary assignment during their prep period, the employee will be compensated at the rate of \$27.63 per prep period.

### **3.02 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. Wednesday Professional Learning Communities (PLC) time will generally extend more than thirty (30) minutes beyond the normal workday. The number of staff meetings shall be established by the District. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively-called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

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

### **3.03 Attendance at School Events**

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

### **3.04 Consultation with Parents**

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

### **3.05 Emergency School Closures**

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

### **3.06 School Calendar and Paid Holidays**

The school calendar shall be determined by the Board. The calendar shall consist of 190 days. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board. Paid holidays will be noted on the school calendar and include Labor Day, Thanksgiving and Memorial Day.

### **3.07 Preparation Time**

The Board of Education and Administration recognize that preparation time for teachers is a valuable component of providing a quality education for our students. With that in mind, to the extent possible, teachers' class loads and other assignments should be equitable and allow for adequate preparation time. The Board and Administration further recognize that teachers will often work additional hours outside of the contracted hours to prepare for classes and conduct other needed work such as grading assessments, curriculum development, and other normal duties of a professional educator.

## **SECTION 4. PROFESSIONAL GROWTH**

### **4.01 Requirement to Remain Current**

All teachers shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, Board established curriculum, as well as continuing study of the art of pedagogy. In addition to maintaining high standards of excellence for the students and school, the teacher will make him/herself available during the contractual year and day to his/her colleagues for assistance, to the District for



services beyond those specifically required as part of his/her individual contractual duties, and to the community as a valuable resource.

#### **4.02 Professional Reimbursement Program**

Employees of the District will not be reimbursed for graduate credits unless specified in the individual contract.

### **SECTION 5. TEACHER SUPERVISION AND PERFORMANCE EVALUATION**

The District Administrator has established and will implement a program of staff evaluation.

Evaluations shall be conducted in the first year of employment and at least every third year thereafter, or more frequently as determined by the administration or the protocols of the Educator Effectiveness program adopted and used by the Board. The Board delegates to the District Administrator the task of selecting and implementing an approved Educator Effectiveness program such that the District is in compliance with State law.

Additionally, prerecorded lessons or observations of online or virtual learning sessions may be included as part of an employee's evaluation.

Further, if an employee is assigned to work remotely (i.e., telework), the administration is authorized to conduct observations that consist of the supervisor reviewing video-recordings of the employee working and/or watching the employee perform his/her job responsibilities through means of a live-stream that includes both video and audio.

Additionally, nothing herein shall prevent the administration from using information gathered through electronic means (i.e., viewing a video-recording or live-stream of an employee working) for employment purposes, including but not limited to completing components of an evaluation.

The Board will use the educator effectiveness model available from CESA 6, not the Department of Public Instruction.

The administration is authorized to implement additional evaluation procedures for specific personnel in need of additional or alternative evaluation in addition to the educator effectiveness program. A positive rating from the educator effectiveness model does not necessarily preclude the District from taking adverse employment action towards an employee for other performance or conduct related reasons, or from implementing remedial or performance improvement measures.

*Please refer to Board Policy 3220 – Staff Evaluation and Educator Effectiveness*

#### **5.01 General Provisions**

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

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

B. “Continuing Teacher”: A continuing teacher is a teacher who has taught at least three years in the District under a full-time or part-time regular teaching contract.

C. New-to-the-System Teacher: A new-to-the-system teacher is a teacher who has taught fewer than three years in the District under a full-time or part-time regular teaching contract.

## **5.02 Evaluators**

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a certified building principal, assistant principal, district administrator, assistant district administrator, or special education director. The administrator may be a District employee or a non-District employee who is a certified administrator. Prior to the first student contact day, the District will provide the employees with their placement within the supervision and evaluation rotation cycle. The District may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list.

## **5.03 Evaluation Process – Conditions for All Employees**

### **A. Basic Requirements**

1. Staff members covered by this Part II shall be considered “new-to-the-system teachers” during their first three (3) complete contract years in the District (under either a full-time or part-time contract).
2. Staff members subject to this Part II shall be considered “continuing employees” as of their fourth (4<sup>th</sup>) contract year in the District (under either a full-time or a part-time contract).
3. All teachers in the District shall be evaluated at least once per year.
4. Nothing herein shall be interpreted as a limitation on the number of formal or informal observations that the administration may conduct of any staff member.
5. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed.

B. Acknowledgement of Receipt and Response: The teacher will acknowledge receipt of all documents related to supervision and evaluation using OASYS within ten (10) school days. The teacher shall have the right to comment within OASYS with any remarks concerning the document(s). Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument to be placed in the personnel file. A teacher may attach a response to any document related to this process after the teacher’s receipt of the evaluation document(s) listed above.

*“Teacher’s signature acknowledges an opportunity to review the information from the above form. It does not necessarily indicate agreement. Clicking the **acknowledge** button is the equivalent of an online signature.”*

C. Copy of Evaluation Procedures: A copy of the evaluation forms are included in the Effectiveness Project Guidebook.

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

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

See pages 21-25 of the Effectiveness Project *Performance Evaluation System Teacher Guidebook* for more information.

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

Professional Development: New-to-the-system teachers may be required to spend up to the hourly equivalent of two work days, prior to the beginning of school, without additional compensation preparing professional and curriculum materials and lesson plans. One additional paid day will provide district-led orientation and general expectations for new-to-the-system teachers.

F. Initial Educator Professional Development Plan: The individual teacher who holds an Initial Educator License must complete six successful semesters of experience in one or more Wisconsin school districts. After six successful semesters of experience in one or more Wisconsin districts, an educator may apply for a lifetime license.

1. Mentor for Initial Educator and a teacher new to the District (who holds a current Wisconsin teaching license)
  - a. An initial educator will be provided a qualified mentor by the District. Any continuing teacher interested in being considered for serving as a mentor must submit a letter indicating interest by April 1 of each year. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contract other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.
  - b. If a continuing teacher is selected as a mentor, he/she shall be paid a stipend of \$750 for the period served as a mentor from August through June of the first year for an

initial educator. Mentoring responsibilities and approximate time commitment are outlined in the Mentor Handbook.

- c. A new-to-the-system teacher who is not an initial educator may also be provided a qualified mentor by the District. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contact other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.
- d. If a present employee is selected as a mentor for a teacher who is new to the District, he/she shall be paid a stipend of \$400 for the period served as a mentor from August through June of the first year. Mentoring responsibilities and approximate time commitment are outlined in the Mentor Handbook.
- e. A continuing teacher serving as a mentor may request that the District assign him/her to a different new-to-the-system teacher and/or be relieved completely from mentor responsibilities. The request must be in writing to the 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.
- f. The teacher receiving mentoring may request the District to provide a different mentor. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days from receipt.
- g. The District will make a good faith effort to assign an individual mentor for each new-to-the-District teacher; however, a mentor may elect to work with more than one employee.
- h. Expectations for all mentors are outlined in the *Mentor Handbook*.

## **SECTION 6. TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS**

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

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator and/or his/her designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; or c)

- subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee, who shall give due consideration to such requests (subject to the District Administrator's or the designee's authority to assign to all positions the individual who he/she believes is the best fit).
- C. 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.
- D. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is in the best interest of the District, it may, at its discretion, transfer any employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline under Part I, Section 5 of this *Handbook*.

## **6.02 Employee Resignations**

- A. The teacher's individual contract shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:
1. The teacher must give the District notice that he/she intends on severing his/her contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.
  2. It is agreed that liquidated damages are due to the District with the sixty (60) calendar day notice of resignation as follows:
    - a. One thousand dollars(\$1,000.00) if the employee's resignation is received on or after June 16<sup>th</sup>, but before July 15<sup>th</sup>.
    - b. Two thousand dollars (\$2,000.00) the employee's resignation is received on or after July 15<sup>th</sup>, but before August 15<sup>th</sup>.
    - c. Four thousand dollars (\$4,000.00) if the employee's resignation is received on or after August 15<sup>th</sup>.

<b>LIQUIDATED DAMAGES TIMELINE</b>	<b>ASSOCIATED FEE</b>
June 16 <sup>st</sup> ⇨ July 14 <sup>th</sup>	\$1,000.00
July 15 <sup>th</sup> ⇨ August 14 <sup>th</sup>	\$2,000.00
August 15 <sup>th</sup> ⇨ the end of the school year	\$4,000.00

3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by June 15<sup>th</sup>, or whose resignation is tendered and effective after the end of the school year, but before June 15<sup>th</sup>.
  4. The employee shall submit a check for the liquidated damages amount at the time of resignation. Board approval will only become effective once the check is received and has cleared the bank.
  5. Accumulated sick or personal leave will not be paid out when an employee is terminated or resigns unless they have met retirement criteria set forth in the employee agreement.
- B. The Board in its discretion may waive the liquidated damages for the following reasons:
1. Employment transfer of spouse;
  2. Illness of employee;
  3. Other reasons as determined by the School Board.

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

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

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

### **6.03 Teacher Absence and Substitutes**

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to enter the absence on the district's online absence program. If possible, such notification should be made the evening prior to the time of absence, or before 5:45 a.m. This will help to provide time for obtaining a substitute teacher.

## **6.04 Summer School Assignments**

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

## **6.05 Extended Contracts**

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

## **6.06 Job Sharing**

- A. Definition: Job sharing is defined as a voluntary program to provide the opportunity for two or more employees to share a position which will be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works. Job sharing may be allowed for reasons such as child rearing, health (member or member's family), continuing education, semi-retirement, transition to other employment, or any other reason deemed appropriate.
- B. Approval: Job sharing must be jointly approved by the District and the teachers who wish to participate.
- C. Eligibility: In order to be eligible to participate in the job sharing program, applicants must:
  - 1. Agree to sign a one-year contract for the shared position.
  - 2. Agree to return to full-time status, or to be non-renewed, at the option of the District, in the event the shared position is eliminated or if one of the participants in the shared job is unable to continue in the shared assignment.
  - 3. Be certified to teach those subjects/grade levels involved in the shared job.
- D. Assignment: Shared job holders shall be assigned specific job responsibilities at the time the job sharing contract is signed. The list of job responsibilities shall be appended to the individual contract and shall minimally include, but not be limited to:
  - 1. A description of the job to be shared and the percent of full-time for which the contract is let, as well as the above provisions controlling salary, benefits, seniority, unemployment, etc.
  - 2. Allocation of preparation time and planning responsibilities between the job sharers.
  - 3. 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 which may be applicable.

E. Insurance Benefits

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

### **6.07 Staff In-Service Presentations - In District**

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

- A. Approval Process: 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 ½ hour per hour of presentation time at 1/190 of base pay per hour.
  2. Presentation Time: 1/190 of base pay per hour for each hour of presentation.
- C. Repeated Session(s) Compensation
  1. Planning Time: Up to ½ hour per hour of initial presentation at 1/190 of base pay per hour.
  2. Presentation Time: 1/190 of base pay 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 7.           REDUCTION IN FORCE, POSITIONS & HOURS**

### **7.01 Reasons for Reduction in Force**

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

### **7.02 Notice of Reduction**

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

### **7.03 Selection for Reduction – Steps**

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing a reduction in staff.
- B. Step Two - Volunteers: Volunteers will be non-renewed first. The District will provide the volunteer(s) with a nonrenewal notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section will put his/her request in writing. Volunteers will only be accepted by the District if, in the District's opinion, the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District-directed nonrenewal under this section of the *Handbook*.
- C. Step Three - Selection For Reduction: The District shall select the employee in the affected grade level, department/certification area for nonrenewal.
  - 1. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
  - 2. Certification: Teachers will only be considered for areas in which they hold the proper DPI certification.
  - 3. Other Qualifications as Established by the Board: Including, but not limited to specific skills, training, District evaluations, etc. Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences may include but not be limited to current and past assignment and practical experience in the area of need. In order for this criteria to be used before the length of service of the employee, a significant difference must exist between the teachers being considered for layoff.
  - 4. Performance of the Employees Considered for Nonrenewal: Performance of the employees under consideration as previously and currently evaluated.. Greater weight may be given to more recent evaluations. In order for this criteria to be used before the length of service of the employee, a significant difference must exist between the teachers being considered for layoff.
  - 5. Length of Service of the Employee.
    - a). 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.
    - b). Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
    - c). Length of Service List: The District will annually produce a length of service list by September 30th. Employees will raise any objections to the proposed length of service list by December 1st.

#### **7.04 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*.

#### **7.05 Reemployment Process**

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

- A. Reemployment Period: Employees non-renewed under this section shall retain the reemployment options set forth herein for a period of twelve (12) months after the employee's last day of work with the District.
- B. Reemployment Obligations – Employee: All employees non-renewed under this section shall have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employees on the reemployment list may apply for the vacant position according to the terms of this *Handbook*. The District will post vacancies in accordance with the terms of this *Handbook*.

#### **7.06 Termination of Reemployment Opportunities**

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

#### **7.07 Insurance Benefits Following Nonrenewal**

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

#### **7.08 Accrued Benefits during Reemployment Period**

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

#### **7.09 In-Service and Other Training**

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

## **SECTION 8. PROFESSIONAL COMPENSATION**

### **8.01 Professional Compensation System**

The basic salaries of employees covered by this *Handbook* are set forth in Appendix *G* 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 professional compensation system is based upon the regular school calendar set forth in this *Handbook*.
- C. The employee's pro-rata daily rate and pro-rata hourly rate shall be determined in the following manner:
  - 1. The employee's scheduled annual salary divided by the number of contracted days equals the pro-rata daily rate [extended contract or furlough days shall not be used in this calculation.] 190.5 is the number of contracted days.
  - 2. The pro-rata daily rate divided by eight (8) hours per day equals the pro-rata hourly rate.

### **8.02 Initial Professional Compensation System Placement**

Effective for employees initially hired on or after July 1, 2013 the Board, in its sole discretion, may place newly employed employees at a salary that exceeds their actual years of service. No new employee in a department or grade level will be placed at a level that exceeds the level placement of a present employee(s) in that department or grade level unless the new employee has greater teaching experience than the present employee(s) in that department or grade level. This provision is not retroactive.

### **8.03 Professional Compensation Level 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 level the ensuing contract year on July 1st provided funds are available as determined by the District. Employees who begin employment after the end of the first semester will remain on the same level for the ensuing fiscal year. An employee may be held to the previous year's level for less than satisfactory performance. An employee may be frozen at his/her previous year's wage rate for more serious nonperformance.

### **8.04 Educational Attainment Adjustments**

- A. Accreditation: Only credits earned from an institution recognized by the North Central Association Commission on Accreditation and School Improvement Institute of Higher Education [NCA], or earned at an institution accredited by another accrediting agency recognized by the NCA, will be eligible for movement across the professional compensation system.
- B. Prior Approval: All credits intended to be used for professional compensation system educational attainment movement shall be approved by the District in advance of the enrollment in the course.

1. To qualify for the master's degree attainment, 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. To qualify for the master degree plus credits, the teacher's credits shall be on the graduate level. The teacher must have prior written approval of the District Administrator and/or his/her designee, and must have earned the credits subsequent to having qualified for the masters column of the professional compensation system. Certification from the institution of satisfactory completion of the approved course shall be required before advancing the teacher on the system. (No individual currently at M+ will be displaced by the implementation of this provision).
  3. Transfer from one group or educational attainment lane to another shall be made at the beginning of the semester following attainment of the necessary credentials.
  4. Proper credentials shall be considered as statements of degrees attained or status toward a degree. Such statements shall be certified by a college registrar or other proper college official.
  5. Credit information for moving from one educational attainment lane to another must be in the office of the District Administrator by October 1, and the work must be completed by October 1 of the contract year. Credit information and work completion must be in the office of the District Administrator by February 1 for second semester lane advancement.
- C. Timeline for submission for application to the professional compensation system: When a teacher qualifies for movement on the professional compensation system to a different educational attainment lane, the movement shall be to the same level in the new educational attainment lane as existed for the teacher in the previous educational attainment lane provided funds are available as determined by the District. After placing the teacher in the new educational attainment lane, the teacher shall then receive the increment in the new educational attainment if, (1) the teacher is eligible for the increment, (2) level movement exists in the new lane; and (3) adequate funds are available as determined by the District. There is no restriction on the number of educational attainment lane changes a teacher may make in any year, i.e. moving from the BA educational attainment lane to the MA educational attainment lane, BA+15 to the MA+15, etc.

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

When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee's contract, the employee shall be paid at the rate of 1/190 of base pay per hour (base pay for this calculation is defined as BA Step 1). The length of time and maximum number of hours for completion of the project shall be determined by the employee's immediate supervisor, in his/her sole discretion. In order to be compensated, teachers should submit on a bi-monthly basis the time they work on such projects. Other projects that are outside of the terms of the individual employee's contract and that are approved by the District Administrator (or designee) shall be paid at the rate of 1/190 of base pay per hour.

## SECTION 9. INSURANCES

### 9.01 Dental Insurance

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

#### A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50% ] is eligible to participate in the District's dental insurance. For purposes of teachers' eligibility for dental insurance, full-time equivalency is defined as forty (40) hours per week during the school year. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: Any employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for dental insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
  - a. Coverage under one family plan; or
  - c. Two single plans.

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

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

#### C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay 100% of the single premium of the cost of the dental insurance plan.

2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay 100% of the family premium of the cost of the dental insurance plan.

## **9.02 Health Insurance**

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

### **A. Eligibility.**

1. Minimum Hours for Any Board Contribution: A teacher whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's health insurance. For purposes of teachers' eligibility for health insurance, full-time equivalency is defined as forty (40) hours per week during the school year. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for one of the following options:
  - a. Coverage under one family plan
  - b. Two single plans

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

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

### **C. Premium Contributions**:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than eighty-eight percent (88%) of the single premium of the 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 eighty-eight percent (88%) of the family premium of the health insurance plan. Employees shall be responsible for the remaining portion of the premium.

### **9.03 Liability Insurance**

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

### **9.04 Life Insurance**

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

- A. Eligibility: Eligibility for the Wisconsin Employee Group Life Insurance program is based on WRS requirements. Any employee who is eligible for WRS retirement contributions is also eligible for life insurance.
- B. Commencement and Termination of Benefits: Eligibility for coverage will commence on the first of the month following thirty (30) days from the date of hire.  
  
If an employee resigns or is terminated District coverage shall cease per Wisconsin Employee Group Life Insurance rules.
- C. Premium Contributions: The District shall not contribute to the life insurance premiums on behalf of the employee. The employee is responsible for 100% of the insurance premiums.

### **9.05 Long-term Disability**

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

- A. Eligibility:  
  
An employee whose individual contract has an assignment of at least 50% (762 hours) is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 50% (762 hours) are not eligible to participate in the District's long-term disability insurance plan.
- B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment. The disability insurance benefits described in this *Handbook* shall cease on the last day worked.
- C. Premium Contributions: The District shall pay 100% of the long-term disability insurance premium. The benefits will be equal to eight five percent (85%) of the employee's monthly wages. Coverage shall begin after ninety (90) consecutive calendar days of disability and continue as determined by the insurance carrier.

## **9.06 Short-term Disability**

Employees are eligible to participate in a voluntary short-term disability program. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

- A. Eligibility: An employee whose individual contract has an assignment of at least 50% is eligible to participate in the District's short-term disability insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 50% are not eligible to participate in the District's short-term disability insurance plan.
- B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment. The short-term disability insurance benefits described in this *Handbook* shall cease on the last day worked.
- C. Premium Contributions: The employee shall pay 100% of his/her short-term disability insurance premium. The benefits will be determined by the premium level chosen by the employee. Benefits payable will not exceed 66 2/3% of an employee's weekly salary. Benefits generally begin on the first day of injury or fourth day for sickness. Short-term disability will continue until the employee is eligible to work or is eligible for long-term disability but no longer than ninety (90) days.

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

The Board agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution as stipulated in Wisconsin Act 10.

## **SECTION 10. POST-EMPLOYMENT BENEFITS**

- 1. Any exempt employee who retires and meets the following eligibility qualifications will receive the following benefits:
  - A. Qualifications: An exempt employee who meets all of the applicable qualifications as set forth below shall be granted the retirement benefits set forth herein.
    - 1. Age: The exempt employee must have reached the age of 55 or beyond on or before September 1st in the year that retirement will commence.
    - 2. Wisconsin Retirement System Eligibility and Application: The exempt employee must be eligible for and apply for Wisconsin Retirement System benefits in order to access this benefit. Such application must be made on or before September 1<sup>st</sup> in the year retirement will commence. The exempt employee shall provide the District with a copy of said application except that the employee may redact confidential information from the application that is provided to the District. Failure to apply for Wisconsin Retirement System benefits shall make the exempt employee/retiree ineligible for the retirement benefits contained herein.
    - 3. Years of Service:

- a. For exempt employees who retire prior to July 1, 2016: On or before September 1st in the year that retirement will commence the exempt employee has worked in an exempt status in the school system for the equivalent of ten (10) or more years of full-time employment.
  - b. For exempt employees who retire on or after July 1, 2016, but prior to July 1, 2019: On or before September 1st in the year that retirement will commence the exempt employee has worked in an exempt status in the school system for the equivalent of fifteen (15) or more years of full-time employment.
  - c. For exempt employees who retire on or after July 1, 2019: On or before September 1st in the year that retirement will commence the exempt employee has worked in an exempt status in the school system for the equivalent of twenty (20) or more years of full-time employment.
- B. Notification: The exempt employee must have submitted a written letter of intent to take retirement under this provision to the school district administrator no later than March 15<sup>th</sup> prior to the school year in which he or she expects to retire.
- C. HRA Premium Only Plan (POP): The District shall fund a Health Reimbursement Account (HRA) premium only plan on behalf of the eligible retiree.
- 1. Access to Insurance: The retiree shall be eligible for insurance subject to the terms of the HRA premium only plan and the eligibility and enrollment terms of the applicable District and non-District sponsored health insurance carriers. The retiree shall be directly billed by the non-District health insurance carriers and federal health insurance continuance (COBRA) rights and timelines shall be commenced and applicable if he/she continues with the District's insurance carriers during the COBRA period. The ability to remain on the District's insurance carrier(s) shall cease at the end of the COBRA period, if any.
  - 2. District Contribution: The District's HRA POP Contribution Amount for a full-time exempt employee [see paragraph 5 for the conditions for a part-time exempt employee] shall be as follows:
    - a. Contribution Amount Based Upon Years of Service: Thirty-six monthly HRA POP contributions of one thousand three hundred and thirty-three dollars and thirty three cents (\$1,333.33) shall be made on behalf of the retiree to the HRA POP Administrator. Such contributions shall be made for up to a maximum of thirty-six (36) months. The total potential maximum employer contributions shall be for thirty-six (36) monthly payments and shall not exceed an aggregate total of forty-eight thousand dollars (\$48,000.00). If the District chooses to fund the benefit in an interest bearing HRA POP account, the District, in its sole discretion, may apply all or a portion of the interest earned as additional contribution payment(s) to the HRA POP account of the applicable retirees. All District contributions to the District HRA POP shall cease when the total benefit amounts set forth above are exhausted.
  - 3. Funding and Fees: The above language covering HRA POP contributions does not require the District or the HRA POP administrator to have the total amount of funds available for withdrawal at the time of retirement, but rather solely requires the District to make such monthly contributions for a maximum of thirty-six (36) months. Withdrawals

from the HRA POP are subject to the terms and conditions of the HRA POP provider(s). The retired employee shall pay the administration fee(s) to access the HRA Premium Only funds. Disbursements by the District to the HRA POP shall be done in accordance with the agreement between the District and HRA POP administrator.

4. The District HRA premium only plan may only be used by the retiree for reimbursement of health insurance premiums (subject to the eligibility rules of the insurance carriers). Retired exempt employees who wish to secure their own insurance coverage shall make the full premium payments to the insurance company of their choice pursuant to the terms and conditions of the HRA premium only plan.
5. The above District contributions in paragraph 2 subparagraph a are pro-rated for exempt employees who at some point in time in their tenure with the district were part-time exempt employees unless the exempt employee had the required number of years of service as a full-time exempt employee for eligibility purposes. A part-time exempt employee's contribution is based upon the part-time exempt employee's percentage of employment as determined below. To determine the part-time exempt employee's percentage of employment, the District shall base it upon the exempt employee's average percentage of employment over the exempt employee's tenure in the District. This calculation shall be determined by adding together the exempt employee's total full-time equivalency with the District and dividing it by the exempt employee's total years of service with the District.
6. All District contributions to the District HRA premium only plan shall cease when the total benefit amounts set forth above are exhausted.
7. **Survivorship Rights for Retirees Receiving the HRA POP or Successor Health Benefit:** If a retiree dies while receiving the retirement payments set forth in this section, or if an employee dies prior to applications for retirement, but has met the eligibility requirements as outlined in this section, and is survived by a spouse or dependent, such personal shall be eligible to receive any unused portion as set forth below. Benefits payable to the spouse and/or dependents will not exceed, in combination with those already provided to the retiree before his/her death, those that would have been available to the retiree if he/she had survived. Such benefits are subject to the terms and conditions of the HRA POP and applicable Internal Revenue Service Code and rules.
8. No HRA premium only plan shall be made available unless the provider of such plan executes a hold harmless provision in favor of the District against any liabilities arising from mistakes of the vendor. The HRA vendor/plan administrator shall be selected by the District.
9. Employees have the right to opt out of this benefit if they so choose. Employees who opt out of this post-employment benefit shall be ineligible for this benefit.
10. Current IRS rules do not allow a retiree who qualifies for and accepts a subsidy from a Marketplace health insurance plan, to also draw from his/her HRA POP. A retiree who participates in the Marketplace health insurance plan will have his/her assets in the HRA POP frozen and remain in the account until such time as the retiree no longer participates in the Marketplace or the retiree dies. In the event the retiree is no longer participating in

the Marketplace, he/she may withdraw funds from the HRA POP according to the terms and conditions of the HRA POP and applicable IRS code and rules.

- D Post-Employment Health Benefit Conversion Options: This section has been created to address potential issues that may arise underneath the Patient Protection and Affordable Care Act (ACA) and Internal Revenue Service Regulations. The District's intent in setting forth this conversion option is to provide the District with an avenue to provide the post-employment benefits provided for under this Section of the Employee Handbook in a manner that the District believes will best comply with any potential legal changes as noted herein.
1. **Alternative Health Conversion Option**: The District may in its sole discretion convert the HRA POP benefit contained herein to a HRA retiree only plan, a HRA POP retiree only plan, or payments to a health care exchange as authorized under the Patient Protection and Affordable Care Act (ACA) if in the District's opinion it does not conflict with any Internal Revenue Service Code provisions on non-discrimination in benefits for highly compensated exempt employees or any other state or federal law and is permitted under the terms of the existing HRA premium only plan(s).
    - a. **Notification Requirements**: If the District makes such a determination, it shall thereafter provide the exempt employee with at least thirty (30) calendar days' notice of the change and transfer the residual dollar amount in the retired exempt employee's HRA POP to an HRA retiree only plan, HRA POP retiree only plan, or make payments to a health care exchange as authorized under the ACA (based upon the District's designation).
    - b. **Determination of Residual Dollar Amount for Transfer to New Account for a Retiree**: The HRA POP plan benefit residual amount shall be that amount that the retiree would have received prior to the District's termination of the HRA POP benefit minus the amount that had already been used by the retiree at the time of the District's termination of the HRA POP.
    - c. **Active Employment**: If the exempt employee has not yet retired, he/she shall not be eligible for the HRA POP benefit and shall instead receive a HRA POP retiree only benefit, a HRA retiree only plan or payments to a health care exchange as authorized under the ACA as determined by the District. The HRA retiree only plan, the HRA POP retiree only plan or payments to a health care exchange as authorized under the ACA will be funded using the same mechanism as the HRA POP and shall operate under the same terms and conditions contained under dollar schedule in Section C, paragraph 2, subparagraph a above and applicable Internal Revenue Service Code provisions.
  2. **Post-Employment Health Benefit Cash Settlement Option**: The HRA POP, or a successor HRA retiree only plan, HRA POP retiree plan or payments to the health care exchange, shall only be offered to the exempt employees if in the District's opinion it does not conflict with any Internal Revenue Service Code provisions on non-

discrimination in benefits for highly compensated employees, other Internal Revenue Service provisions or any other state or federal law. If in the District's opinion there is a potential conflict with any Internal Revenue Service Code provisions on non-discrimination in benefits for highly compensated employees, other Internal Revenue Service provisions or any other state or federal law the District may provide for a cash settlement option as set forth below.

- a. **Notification Requirements:** If the District makes such a determination that there is a conflict between any of the above health benefit options defined above it shall thereafter provide the exempt employee with at least thirty (30) days' notice and provide a settlement benefit of a residual dollar amount to exempt employee if he has retired and is receiving a benefit underneath one of the health benefit options identified above.
- b. **Residual Amount Determination:** The HRA POP plan benefit residual amount shall be that amount that the retiree would have received prior to the District's termination of the benefit. The payment of the settlement benefit shall be done in the same manner as provided for under the disbursement of HRA POP payments contained herein except such payments shall be made in up to twenty-four (24) equal monthly payments if permissible under IRS provisions for the payment of cash settlement payments. If such distribution is not permitted in potential multiple installments then such payment shall be made in a lump sum. The retiree is responsible for all applicable federal and state taxes relating to the payments made under this Agreement including withholding or FICA taxes that may arise from the implementation of this benefit.
- c. **Non-Elective Post-Employment Tax Sheltered Annuity Only Option:** If the exempt employee has not yet retired, he shall not be eligible for contributions toward the HRA premium only retiree only plan benefit [or successor Post-Employment Health Benefit Option] and shall instead receive a non-elective post-employment 403(b) benefit as set forth below in section 2, paragraph d, below.
- d. **Non-Elective Post Retirement Tax Sheltered Annuity Only Available to the Exempt Employee if the HRA POP [or successor Post-Employment Benefit Option] is Ended by the District Pursuant to the terms set forth above:**
  - 1). **Contribution Amount:** Note: The contribution amount is based upon the amount of funds not vested as set forth in section C, paragraph 2, subparagraphs a divided by 36.

<b>Total Number of Months of Payment</b>	<b>Monthly Payment Amount</b>	<b>Total 403(B) Payment</b>
<b>36</b>	<b>\$1333.33</b>	<b>\$48,000</b>



The retiree shall receive the amount delineated in the table above that shall be contributed to a non-elective post-employment 403(b) employer contribution plan as set forth in the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). The total non-elective post-employment 403(b) employer contributions may not exceed the maximum permitted by law (i.e., IRC Section 415 limits). The above identified amount shall be made in thirty-six equal monthly contributions.

The first contribution shall be issued on July 31<sup>st</sup> of the year in which the exempt employee's retirement takes effect. Thereafter there shall be thirty-five additional monthly contributions that shall also occur on the thirty-first of the month. Where the Section 415 limit is exceeded, the excess amount will be deferred until the following January 31<sup>st</sup> of any subsequent year if permitted by law. The retiree shall select a vendor from the District approved vendors, as defined by Board policy, provided the vendor offers such a benefit, where the employer's contribution will be transmitted.

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

E. 403(b) Non-Elective Post Retirement Tax Sheltered Annuity for Accumulated Unused Sick (Paid) Leave: For exempt employees who meet the applicable qualifications for retirement benefits in Article I, section A the following benefits will be provided at the time of retirement.

1. 403(b) Non-Elective Post Retirement Tax Sheltered Annuity for Accumulated Unused Sick (Paid) Leave Contribution Amount: The District shall pay the following amounts into a 403(b) non-elective TSA on behalf of the retiree based upon the date that the exempt employee elects to retire and the number of accumulated unused sick (paid) leave days that the exempt employee has as of his/her last day of employment with the District. Please note: The sick leave provision is for any exempt employee who retires and meets all eligibility qualifications.
  - a. If the Exempt Employee Retires by July 1, 2016 the District's 403(b) non-elective tax sheltered annuity amount shall be determined at the rate of \$300 per day for first 100 days of accumulated unused sick (paid) leave and \$100 per day for each day of accumulated unused sick (paid) leave beyond the first 100 days.



- b. If the Exempt Employee Retires on or after July 1, 2016, but prior to July 1, 2019 the District's 403(b) non-elective tax sheltered annuity amount shall be determined at the rate of \$200 per day for first 100 days of accumulated unused sick (paid) leave and \$110 per day for each day of accumulated unused sick (paid) leave beyond the first 100 days.
  - c. If the Exempt Employee Retires on or after July 1, 2019 the District's 403(b) non-elective tax sheltered annuity amount shall be determined at the rate of \$120 per day for each day of accumulated unused sick (paid) leave.
  - d. There is no limit on the number of days of accumulated unused sick (paid) days.
2. 403(b) Non-Elective Post Retirement Tax Sheltered Annuity for Accumulated Unused Sick (Paid) Leave Contribution Payment Schedule:
- a. Contribution payments into the non-elective 403(b) will be made in semi-annual contribution payments not to exceed \$10,000 in each semi-annual payment contribution. The first contribution payment shall be made on July 31<sup>st</sup> immediately following the exempt employee's retirement and the second contribution shall be made on January 31<sup>st</sup> of the first calendar year following the employee's retirement. Thereafter any additional contribution payments shall be made on the following July 31<sup>st</sup> and January 31<sup>st</sup> in equal amounts (except as noted above) until the time that the entire benefit is paid. The last semi-annual payment will be less than \$10,000 depending on the amount left to be paid at that time. All payments shall be made within five years of the exempt employee's retirement.
  - b. Example – Employee retires on July 1, 2017 and has accumulated 225 days of unused sick leave. Total amount owed equal 100 days at \$200 per day plus 125 days at \$110 per day which equals a total amount owed of \$33,750. Payments would be made as follows:
    - i. July 31, 2017 = \$10,000
    - ii. January 31, 2018 = \$10,000
    - iii. July 31, 2018 = \$10,000
    - iv. January 31, 2019 = \$3,750

The retiree shall receive the amount delineated above (based upon his/her retirement date and number of leave days) and such amount shall be contributed to a non-elective post-employment 403(b) employer contribution plan as set forth in the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). The total non-elective post-employment 403(b) employer contributions may not exceed the maximum permitted by law (i.e., IRC Section 415 limits).

Where the Section 415 limit is exceeded, the excess amount will be deferred until the following January 31<sup>st</sup> of any subsequent year if permitted by law. The retiree shall select a vendor from the District approved vendors, as defined by Board policy, provided the vendor offers such a benefit, where the employer's contribution will be transmitted.

- c. Payout at Death: In the event of the retiree's death during the payment period before all 403(b) contributions are made, the District will make a final 403(b) contribution toward the payment of the remainder of future contributions in a lump sum to the

decedent's TSA account no later than the end of the month when the death occurred or immediately thereafter to the maximum extent permitted by the Internal Revenue Code and applicable regulations. This final TSA contribution shall be the final non-elective post-retirement contribution to the decedent's TSA account. No remaining contributions shall be paid to a surviving spouse or beneficiary of the decedent.

F. Validity and Tax Treatment of Retirement Benefits:

1. If any aspect of this Post-Retirement Benefit, is found to be discriminatory or in violation of the Federal Age Discrimination in Employment Act, the Wisconsin Fair Employment Act, or any other state or federal law by any court of competent jurisdiction or administrative agency, then the District may take such action as is necessary to comply with such decision.
2. The retiree is responsible for all applicable federal and state taxes relating to the payments made under this Agreement including withholding or FICA taxes that may arise from the implementation of this benefit.

G. Notification of Benefit and Statement of Waiver:

1. The Board shall provide, in writing, a supplemental contract specifying the benefits to be paid to the retiree. Both the District's representative and the retiree shall sign the supplemental contract.
2. Statement of Waiver

The provision of the benefits in this section is contingent upon the exempt employee signing the following statement of waiver prior to the Board acting upon approving the employee's application for retirement benefits. Such statement of waiver shall be affixed to the notification of benefit document set forth above in paragraph 1.

*"I, [insert name], hereby accept the retirement compensation offered in this Notification of Benefits Agreement (hereinafter referred to as the "Agreement"), to be effective (insert date of the execution of this Agreement).*

*The District agrees to provide the compensation provided pursuant this Agreement between the District and [insert name] as of (insert date of the execution of this Agreement). A copy of this provision and other relevant information are attached hereto to provide the following information to potential participants: (a) an explanation of the class, unit or group of employees covered by this benefit, (b) any eligibility factors for such benefit, (c) any time limits for participating in this benefit, (d) the job titles and ages of all eligible individuals, and (e) the job titles and ages of all ineligible individuals. In voluntarily accepting this compensation offer I unequivocally and explicitly waive any rights or claims as permitted by law, to back pay, reinstatement or other damages to which I may have under the Federal Age Discrimination in Employment Act of 1967 (29 U.S.C. 621 et. seq.) as amended by the Older Workers Benefit Protection Act (S. 1511, 1990) and the Wisconsin Fair Employment Act (sec. 111.31, 111.33, Wisconsin Statutes).*

*I further acknowledge that, through this statement of waiver, I have been notified of my right to consult with my attorney and have been advised to consult with my attorney before signing this retirement agreement. Additionally, by voluntarily accepting this compensation settlement, I unequivocally and explicitly acknowledge that I have received requisite notice as stated in the aforementioned sentence. I have received at least twenty-one (21) days to consider whether or not to accept this retirement option.*

*I understand that I have the right to revoke this waiver within seven (7) days of the date on this document. I further understand that if I do revoke this waiver, I shall not be eligible to receive the benefits of offered in the attached Memorandum of Agreement between the District and the [insert name],*

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

\_\_\_\_\_  
Date"

\*See Appendix R for Beneficiary Form.

# **PART III**

**NON-EXEMPT  
STAFF WITHOUT  
INDIVIDUAL  
CONTRACTS  
UNDER S.S. 118.22,  
WIS. STATS. OR S.S.  
118.24, WIS. STATS.**

*Dedicated  
to Serving  
the  
Students  
of the  
School  
District of  
Horicon*

## **SECTION 1. DISCIPLINE AND DISCHARGE**

### **1.01 Length of Probationary Period**

Length of Probationary Period: All newly hired employees shall be on probation for a period of one calendar year.

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

- A. Probationary Employee: Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. Such discipline or termination shall be subject to the grievance procedure provisions of Section 5 of this *Handbook*.
- B. Non-Probationary Employee: A non-probationary employee may be disciplined or terminated for reasons that are not arbitrary or capricious. Such discipline or termination shall be subject to the grievance procedure provisions of Section 5 of this *Handbook*.

### **1.03 Benefits during Probation**

Except as expressed herein, all provisions of this Agreement shall apply to an employee as of the first day of employment. Employees eligible to receive insurance benefits shall receive initial coverage in accordance with the waiting periods, if any, contained in paid coverages without regard for the probationary period.

### **1.04 Representation**

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

### **1.05 Disciplinary Materials**

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

## **SECTION 2. HOURS OF WORK AND WORK SCHEDULE**

### **2.01 Letter of Appointment**

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

A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full reduction in force. In the case of a change of assignment the employee shall be provided with at least seven (7) calendar days' notice of the change of assignment, if practicable, as determined by the administration.

## **2.02 Regular Workday and Starting and Ending Times**

A regular full-time workday is eight (8) hours, excluding lunch time. Because of different schedule requirements, employees' starting, lunch, and finishing times may vary in different assignments and locations. Each employee's immediate supervisor will schedule working hours, break periods, and lunch periods. These times may be adjusted after the letter of appointment has been issued.

## **2.03 Regular Workweek**

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

## **2.04 Part-time Employees**

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

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

- A. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property.
- B. Assignment: Non-emergency scheduled overtime assignments will be filled using volunteers first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the overtime, the District may assign the work on a rotating basis within the applicable job classification. Emergency overtime assignments shall be assigned at the discretion of the District.
- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week includes only hours actually worked and does not include sick, vacation, holiday, personal leave time, or utilized compensatory time. During Labor Day week, any hours greater than thirty-two (32) hours of actual time worked will qualify for the overtime rate. If an employee is asked to work on a holiday (for example, to remove snow) the time worked will qualify for the overtime rate. Hours voluntarily worked on a holiday if the work could reasonably be performed on a different day will not qualify for overtime. The reason for overtime must be indicated on the Time Sheet or Extra Hours Time Sheet. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as starting at 12:00 a.m. on Monday and ending at 11:59 p.m. on Sunday.

## **2.06 Compensatory Time Off**

- A. The district does not allow compensatory time off.
- B. Staff should use allowable leave time or approved overtime.

## **2.07 Lunch Period**

Employees scheduled to work at least four (4) hours per day shall receive one (1) fifteen (15) minute paid break. Employees scheduled to work at least six (6) to eight (8) hours per day will receive one (1) paid fifteen (15) minute break and one (1) 30 minute duty free unpaid lunch.

## 2.08 Breaks

Employees scheduled to work at least four (4) hours per day shall receive one (1) fifteen (15) minute paid break.

Employees scheduled to work at least six (6) to eight (8) hours per day will receive one (1) paid fifteen (15) minute break and one (1) 30 minute duty free unpaid lunch.

Breaks shall be scheduled by the immediate supervisor.

Hours Worked	Break(s) and Lunch Period Scheduling
0 to 3.99 hours	0 minutes
At least 4.0 to 5.99 hours	15 minute paid break
At least 6.0 to 8.0 hours	(1) 15 minute paid break and 30 minute duty-free unpaid lunch

## 2.09 Time Cards or other Form of Electronic Tracking of Hours Worked

Time cards or other forms of electronic tracking of hours worked is used by the District. Employees are required to work the hours scheduled unless an absence has been submitted in Frontline and approved by their immediate Supervisor. Time sheets may be used by school year non-exempt employees for additional hours worked, or overtime hours. Limited Term Employees will either complete a timesheet or be set up electronically, depending on the length of employment.

## 2.10 Emergency School Closings

- A. All custodial maintenance workers and one (1) Administrative Assistant (year-round employee) in each office, 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. Cleaners are expected to report to work only on early release days and in the event students are sent home prior to the end of the school day due to inclement weather or situations beyond the control of the district, if at all possible. All office support staff are required to either work from home or make up the day.

For every hour an employee is on site working, they will receive personal leave at a rate of 50% of the number of hours they worked for the day. Example: employee worked 8 hours x 50% = 4 hours personal leave granted. The personal leave may be used in increments of 15 minutes and must be used on a non-student contact day such as summer break, spring break, Christmas break, etc. and prior to June 30<sup>th</sup> annually. The personal leave will be tracked in the absence management program.

- B. All other employees shall not report to work on days when the school is closed due to inclement weather or situations beyond the control of the district. There will be no loss of pay or leave time. Employees shall be required to make days up in the event the district schedules make-up days.
- C. In the event there is a late start to the beginning of a normal working day, or employees are sent home prior to the end of a normal working day as a result of inclement weather/emergency conditions, there shall be no loss of pay or leave time.

With the exception of Food Service, Custodial Maintenance/Cleaners, and all office Administrative Assistants are expected to report to work at their regular start time when there is a late start to the beginning of the normal work day.

- D. Employees scheduled to work more than the school year (10–12-month employees), can take sick leave time if he/she is ill or if he/she has a pre-approved dental or medical appointment.



## **2.11 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 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 regular workweek as defined in section 2.03 above, and section 6.04 of part 1 of the *Handbook*. 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.

## **2.12 Call-In Pay**

Employees called in to work hours outside of their regular work schedule that are not contiguous with their regular work schedule, except as noted below, shall be paid no less than one (1) hour of pay. The District may, at its discretion, require such employees to work the full one (1) hour period. Employees called in to open the building for a special event (e.g., use of school District facilities by an outside agency or for co-curricular events) will be paid for the time that the employee is required to be at the District.

## **2.13 Attendance at Meetings**

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

## **2.14 On Call Pay:**

Designated employees in the Custodial/Maintenance Department who are assigned "on call" duty will receive \$100.00 each weekend they are on call. In the event an individual is called in, he/she will receive compensation as per policy 2.05 - Additional Hours and Overtime - Approval and Assignment. An employee who is "on call" over a holiday will be granted a substitute day off with pay upon request. It is recognized that some Custodial/Maintenance positions will be exempt from this requirement.

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

## **3.01 Reasons for Reduction in Force**

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

## **3.02 Notice of Reduction**

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

## **3.03 Selection for Reduction – Steps**

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reductions.
- B. Step Two - Volunteers: Volunteers will be reduced first. The District will provide the volunteer(s) with a notice in accordance with section 3.02. Requests for volunteers will be sent to employees within each job category. An

employee who volunteers will put his/her request in writing. Volunteers will be accepted by the District only if, in the District's opinion, the remaining employees in the job category are qualified to perform the remaining work.

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

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

- |                         |                       |
|-------------------------|-----------------------|
| a. Custodian            | b. Cleaner            |
| c. Year Round Secretary | d. 10 Month Secretary |
| e. Cook                 | f. Food Server        |
| g. Aide                 | h. Title I Aide       |
| i. Van Driver           |                       |

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

- a. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
- b. Qualifications as established by the Board: Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.
- c. Qualifications of the Remaining Employees in the affected job category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and
- d. Length of Service of the Employee.
  - 1) Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
  - 2) Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
  - 3) Length of Service List: The District will annually produce a length of service list and provide it by September 30th. The employees will raise any objections to the proposed length of service list by December 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 as length of service, sick leave, and vacation earned as an employee. Reduced-in-time employees shall be treated as part-time employees under this *Handbook*. Any employee who is reduced in hours (partial layoff) may choose to be fully laid off.

### **3.05 Reemployment Period**

Reduced-in-time employees shall retain the reemployment options set forth herein for a period of twelve (12) months either after the employee's last day of work with the District or from the time the employee received the notification of reduction in force, whichever is later.

### **3.06 Reemployment Procedure**

All reduced-in-time employees shall have their names placed on a reemployment list. In the event a vacancy occurs, or a new position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employees on the reemployment list may apply

for the vacant position according to the terms of this Handbook. The District will post vacancies in accordance with the terms of this Handbook."

### **3.07 Termination of Reemployment Options**

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

### **3.08 Insurance Benefits**

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

### **3.09 Accrued Benefits**

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

### **3.10 Other Employment**

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

### **3.11 Furloughs**

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

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

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

### **4.01 Determination of Assignment**

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

### **4.02 Job Posting**

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

#### **4.03 Interviews**

An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position, and, if qualified, may be awarded the position.

#### **4.04 Selection Process**

In the event two or more equally qualified District employees apply for a position, the most senior applicant will be selected, however, the district retains the right to select a more highly qualified external candidate.

#### **4.05 District Ability to Select the Most Qualified Applicant**

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

#### **4.06 District Ability to Determine Job Description**

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

#### **4.07 Trial Period**

A District employee who is selected for a vacancy, pursuant to sections 4.03 through 4.06 above, will serve a trial period in the new position. The trial period will be for thirty 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.

#### **4.08 Involuntary Transfers**

When the District determines that an involuntary transfer of an employee is in the best interest of the District, the District may at its discretion transfer any employee qualified for the position. No employee will be involuntarily transferred by the District without a conference. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline under Part I, Section 5 of this *Handbook*.

#### **4.09 Performance Evaluations**

The District Administrator has established and will implement a program of staff evaluation for support staff members.

*Please refer to Board Policy 4220 – Evaluation of Support Staff*

### **SECTION 5. PAID VACATION**

#### **5.01 Notice**

All vacation balances for the new school year are updated in the absence management program annually on July 1<sup>st</sup>.

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

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

<b>Number of Years Worked</b>	<b>Vacation Days Earned</b>
First Year	10 days
After 1 Year	11 days
After 2 Years	12 days
After 3 Years	13 days
After 4 Years	14 days
After 5 Years	15 days
After 6 Years	16 days
After 7 Years	17 days
After 8 Years	18 days
After 9 Years	19 days
After 10 Years	20 days
After 20 Years	25 days

"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, section 5.02. The length of an employee's vacation is determined by the employee's "years of continuous service." A "year of continuous service" is a year of employment (July 1 to June 30) with no break in service. New employees who have started work on or before January 1<sup>st</sup> of the current school year, shall have that year counted as a "year of service" for purposes of determining the length of vacation. Vacation is based on hours and days listed in the letter of appointment.

Employees in their first year of service earn a pro-rated amount of vacation based upon the number of days worked. For part-time employees, vacation pay shall be pro-rated based on the number of hours scheduled per day for the current year.

Co-curricular, summer assignments, etc. are excluded in making those calculations.

## **5.03 Scheduling of Vacation**

Vacation time may be taken in full blocks, or in shorter blocks not less than fifteen (15) minute increments 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.

## **5.04 Vacation Accumulation**

An employee may carry over a total of five (5) vacation days from the prior year to the next year's vacation amount. Carried over vacation days must be used by December 31<sup>st</sup> of the next fiscal year or shall be forfeited.

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

Any employee who terminates his or her employment for any reason, other than discharge, and has been employed with the District for at least 1 year, shall be entitled to the vacation pay remaining in his or her accumulation. 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. Employees terminating employment at any time other than June 30 of any year shall receive a prorated amount of vacation for their last year of employment based on the part of the full year worked from July 1 to the date of termination of employment. Employees terminating employment who have used more vacation than they had earned before termination shall have any unearned vacation deducted from their final paycheck or collected in any other manner allowed by law.

## **5.06 Holidays during Vacation**

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

# **SECTION 6. HOLIDAYS**

## **6.01 Holidays Defined**

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

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

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

### **B. School Year Employees working less than 260 days per calendar year:**

Thanksgiving Day
December 25
Memorial Day

### **C. Employees working ten months (secretaries):**

January 1	Thanksgiving Day
Good Friday	December 24
Memorial Day (Federal)	December 25
Labor Day	

## **6.02 Holidays Falling on Weekends**

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

## **6.03 Holidays Falling on Student Contact Days**

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

## **6.04 Work on a Holiday**

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

## **6.05 Holidays during Vacation**

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

## **6.06 Eligibility for Holiday**

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

- B. Wage Schedule - can be found in Appendix G.

## **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 shall receive the pay of that classification at their current step. 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 same step as their previous position. 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 Tools**

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

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

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

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

#### **8.02 License Renewal Reimbursement for Special Education Aides**

Special education aides who are required by the District and by the Department of Public Instruction to possess a DPI Special Education Aide License #883 shall be paid by the District for up to seventy-five dollars (\$75.00) for the cost of renewal of the #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 District.

#### **9.02 Procedures and Instruments**

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

#### **9.03 Frequency**

The frequency of evaluations shall be established at the discretion of the District. Teachers will follow the educator effectiveness schedule established and published to the teachers at the start of each year. Support staff will be evaluated annually or as needed.

#### **9.04 Receipt of Evaluation**

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

#### **9.05 Comments, Disputes**

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

## **9.06 Evaluators**

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

## **SECTION 10. RESIGNATION FROM EMPLOYMENT**

### **10.01 Notice of Resignation of Employment**

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

## **SECTION 11. INSURANCES**

### **11.01 Dental Insurance**

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

#### **A. Eligibility.**

1. **Minimum Hours for Any Board Contribution:** An employee whose individual letter of appointment has an assignment of at least 1440 hours is eligible to participate in the District's dental insurance. Hours worked beyond those set forth in the letter of appointment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 1440 are not eligible to participate in the District's dental insurance and are not eligible for any District premium contribution. Employees whose hours are reduced during the term of the letter of appointment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.
2. **Both Spouses Employed by the District:** If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
  - a. Coverage under one family plan; or
  - b. Two single plans.

B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* shall cease at the end of the month the employee's resignation or termination becomes effective.

C. Premium Contributions:

School Year	Hours Worked	ABP Annual Amount
Beginning July 1, 2013	2080	100% of Single or Family Dental Insurance Premium
	1440 – 2079	70.0% of Single or Family Dental Insurance Premium
	<1440	0.0% of Single or Family Dental Insurance Premium

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay 100% of the single premium of the cost of the dental insurance plan.

2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay 100% of the family premium of the cost of the dental insurance plan.

## 11.02 Health Insurance

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

A. Eligibility.

1. Minimum Hours for Board Contribution: An employee whose assignment is at least 1040 hours is eligible to participate in the District's health insurance. Hours worked beyond those set forth in the letter of appointment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc.

School Year	Hours Worked	ABP Annual Amount
Beginning July 1, 2013	1440 – 2088	92.5% of Single or Family Health Insurance Premium
	1040 – 1439	70.0% of Single or Family Health Insurance Premium
	<1040	0.0%

2. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for one of the following options:

- a. Coverage under one family plan
- b. Two single plans

- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* shall cease at the end of the month the employee's resignation or termination becomes effective.
- C. Premium Contributions:
1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than ninety-two and one-half percent (92.5%) of the single premium of the cost of the 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 ninety-two and one-half percent (92.5%) of the family premium of the cost of the health insurance. Employees shall be responsible for the remaining portion of the premium.

### **11.03 Liability Insurance**

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

### **11.04 Life Insurance**

The Board shall make available voluntary life insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

- A. Eligibility: Eligibility for the Wisconsin Employee Group Life Insurance program is based on WRS requirements. Any employee who is eligible for WRS retirement contributions is also eligible for life insurance.
- B. Commencement and Termination of Benefits: Eligibility for Coverage will commence on the first of the month following thirty (30) days from the date of hire. If an employee resigns or is terminated, District coverage shall cease per Wisconsin Employee Group Life Insurance rules.
- C. Premium Contributions: The District shall not contribute to the life insurance premiums on behalf of the employee. The employee is responsible for 100% of the insurance premiums.

### **11.05 Long-Term Disability**

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

- C. Eligibility:  
Minimum Hours for Board Contribution: An employee whose individual letter of appointment has an assignment of at least 1040 hours is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the letter of appointment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 1040 hours are not eligible to participate in the District's long-term disability insurance plan. Employees whose hours are reduced during the term of the letter of appointment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

- D. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment. The disability insurance benefits described in this Handbook shall cease on the last day worked.
- E. Premium Contributions: The District shall pay 100% of the long-term disability insurance premium. The benefits will be equal to eighty five percent (85%) of the employee's monthly wages. Coverage shall begin after ninety (90) consecutive calendar days of disability and continue as determined by the insurance carrier.

### **11.06 Short-Term Disability**

Employees are eligible to participate in a voluntary short-term disability program. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

- A. Eligibility: An employee whose letter of appointment has at least 1040 hours is eligible to participate in the District's short-term disability insurance. Hours worked beyond those set forth in the letter of appointment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 1040 hours are not eligible to participate in the District's short-term disability insurance plan.
- B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment. The short-term disability insurance benefits described in this *Handbook* shall cease on the last day worked.
- C. Premium Contributions: The employee shall pay 100% of his/her short-term disability insurance premium. The benefits will be determined by the premium level chosen by the employee. Benefits payable will not exceed 66 2/3% of an employee's weekly salary. Benefits generally begin on the first day of injury or fourth day for sickness. Short-term disability will continue until the employee is eligible to work or is eligible for long-term disability but no longer than ninety (90) days.

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

The Board agrees to contribute the employer's share as set by the Wisconsin Retirement System. 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 (as stipulated in Wisconsin Act 10).

## **SECTION 12. POST-EMPLOYMENT BENEFITS**

**A notice or intent of retirement will be given in writing to the District Administrator no later than March 15th for the upcoming school year. If the March 15th deadline is not met, benefits may be delayed to the next fiscal year.**

Employees enrolled in or eligible for health insurance benefits who retire and have been employed with the District for fifteen (15) years or more may continue to participate in the Health Insurance of the District provided the insurance carrier allows such participation and the carrier allows for direct billing of the entire premium. The ability to remain on the District's insurance carrier(s) shall cease at the end of the COBRA period. Employees are eligible for the following benefits if they are enrolled in or eligible for health insurance benefits that retire and have been employed with the district for fifteen (15) consecutive years or more.

1. Early Retirement. Employees who retire and have been employed with the District for ten years, are at least age 57 and have accumulated 800 hours of sick leave will receive \$12,000 in cash payment(s). Retirees who have accumulated less than 800 hours of sick leave will receive a prorated benefit based on

their accumulated sick leave divided by 800 hours times \$12,000. Please note: sick leave payout only applies to employees who are retiring and meet the criteria mentioned above.

2. Employees who retire and have been employed with the District for twenty years, and are at least age 57 will receive a cash payment(s) of \$10,500 in addition to the amount specified above.
3. Survivorship Benefit. If a retiree dies while receiving the retirement payments set forth in this section, or if an employee dies prior to application for retirement, but has met the eligibility requirements as outlined in this section, and is survived by a spouse or dependent(s), such person(s) shall be eligible to receive any unused portion of the retiree's/eligible employee's benefit under this section. Payments provided for in this section, payable to the spouse, or dependent(s), will not exceed, in combination with those already provided to the retiree/eligible employee before his/her death, those that would have been available to the retiree/eligible employee if he/she had survived.
4. Post-employment benefits paid under this section will be paid by December 31<sup>st</sup> of the retirement year with a maximum of two payments.

\*See Appendix R for Beneficiary Form.

# **PART IV**

## **STAFF WITH INDIVIDUAL CONTRACTS UNDER S.S. 118.24, WIS. STATS., EXECUTIVE, ADMINISTRATIVE & ADMINISTRATIVE SUPPORT EMPLOYEES**

*Dedicated to  
Serving the  
Students  
of the  
School  
District of  
Horicon*



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

### **1.01 Standard for Nonrenewal for Administrators**

Administrators employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.24, Wis. Stats. No administrator shall be non-renewed for arbitrary or capricious reasons. Such nonrenewal shall be exclusively subject to the provisions of section 118.24, Wis. Stats. and is not covered by the grievance procedure under this *Handbook*. The nonrenewal of an administrator is not a termination under section 1.02 below.

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

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

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

### **1.03 Disciplinary Materials**

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

## **SECTION 2. JOB RESPONSIBILITIES**

### **2.01 Professional Level of Competence**

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

### **2.02 Devotion of Full-time to Job**

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

### **2.03 Administrator License or Certificate**

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

### **2.04 Job Description**

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

## **SECTION 3. WORK SCHEDULES**

### **3.01 Work Schedules for Administrative Staff**

Administrative staff work schedules are set by the district administrator with the professional duties of each administrator taken into account in the setting of the work schedule. Each administrator's work schedule will be aligned with the days and term of employment specified in the administrator's individual contract. Full time employees are generally expected to work eight-hour duty days. Professional staff (exempt personnel in accordance with the Fair Labor Standards Act) such as central office administrators and principals, are expected to report for duty for at least eight hours each day, excluding a 30-minute lunch break. Administration schedules may vary because of staggered starting times and job responsibilities, so long as all employees listed are scheduled for a minimum eight-hour duty day.

### **3.02 Emergency School Closings**

- A. One (1) Administrative Support Staff (year-round employee) in the District Office is 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. All other Administrative Support Staff Assistants are required to work either from home or report on site.

For every hour an employee is on site working, they will receive personal leave at a rate of 50% of the number of hours they worked for the day. Example: employee worked 8 hours x 50% = 4 hours personal leave granted. The personal leave may be used in increments of 15 minutes and must be used on a non-student contact day such as summer break, spring break, Christmas break, etc. and prior to June 30<sup>th</sup> annually. The personal leave will be tracked in the absence management program.

- B. All Administrative Support personnel are expected to report to work at their regular start time when there is a late start to the beginning of a normal working day.

## **SECTION 4. PROFESSIONAL GROWTH**

### **4.01 Requirement to Remain Current**

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

### **4.02 Professional Reimbursement Program:**

Professional reimbursement clauses will be contained in each administrators individual contract.

## **SECTION 5. ADMINISTRATOR EVALUATION**

### **5.01 General Provisions**

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

## **5.02 Evaluation Frequency**

The Board shall provide the administrator with a written performance evaluation at least once each year.

## **5.03 Evaluators**

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

# **SECTION 6. PROFESSIONAL COMPENSATION**

## **6.01 Professional Compensation**

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

# **SECTION 7. INSURANCES**

## **7.01 Dental Insurance**

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

### **A. Eligibility.**

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's dental insurance. Full-time equivalency is defined as 190.5 days (1524 hours) for this provision. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: Administrators hired for less than 190.5 days (1524 hours) shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
  - a. Coverage under one family plan; or
  - b. Two single plans.

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

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

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

- C. Premium Contributions: Dental insurance premium contributions shall be specified in the administrator's individual contract.

## **7.02 Health Insurance**

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

### **A. Eligibility.**

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's health insurance. Full-time equivalency is defined as 190.5 days (1524 hours) for this provision. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: Administrators hired for less than 190.5 (1524 hours) days shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for one of the following options:
  - a. Coverage under one family plan
  - b. Two single plans

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

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

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

## **7.03 Liability Insurance**

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

## 7.04 Life Insurance

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

- A. Eligibility: Eligibility for the Wisconsin Employee Group Life Insurance program is based on WRS requirements. Any employee who is eligible for WRS retirement contributions is also eligible for life insurance.
- B. Commencement and Termination of Benefits: Eligibility for Coverage will commence on the first of the month following thirty (30) days from the date of hire.  
  
If an employee resigns or is terminated District coverage shall cease per Wisconsin Employee Group Life Insurance rules.
- C. Premium Contributions: Life insurance premium contributions shall be specified in the administrator's individual contract.

## 7.05 Long-term Disability

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

- A. Eligibility: Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least 50% is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 50% are not eligible to participate in the District's long-term disability insurance plan.
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The long-term disability insurance benefits described in this Handbook and on the individual contract shall cease on the last day worked.
- C. Premium Contributions: The District shall pay 100% of the long-term disability insurance premium. The benefits will be equal to eighty five percent (85%) of the employee's monthly wages. Coverage shall begin after ninety (90) consecutive calendar days of disability and continue as determined by the insurance carrier.

## 7.06 Short-Term Disability

Employees are eligible to participate in a voluntary short-term disability program. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

- A. Eligibility: An employee whose individual contract has an assignment of at least 50% is eligible to participate in the District's short-term disability insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 50% are not eligible to participate in the District's short-term disability insurance plan.
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The short-term disability insurance benefits described in this Handbook and individual contract shall cease on the last day worked.
- C. Premium Contributions: The employee shall pay 100% of his/her short-term disability insurance premium. The benefits will be determined by the premium level chosen by the employee. Benefits payable will not exceed 66 2/3% of an employees weekly salary. Benefits generally begin on the first day of injury or fourth

day for sickness. Short-term disability will continue until the employee is eligible to work or is eligible for long-term disability.

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

The Board agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution as stipulated in Wisconsin Act 10.

### **SECTION 8. POST-EMPLOYMENT BENEFITS**

Each administrator shall receive post-employment benefits in accordance with the terms of his or her individual contract.

# **PART V**

## **CO-CURRICULAR STAFF**

*Dedicated to  
Serving the  
Students  
of the  
School  
District of  
Horicon*



## **SECTION 1.           ATHLETIC AND ACTIVITY ASSIGNMENTS**

### **1.01 Letter of Assignment**

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

- A. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. However, under no circumstances shall a Board member work as a coach, assistant coach, advisor, or assistant advisor to an extra-curricular activity (on either a paid or a volunteer basis).
- B. The stipend for extra-curricular activities shall be specified in the letter of assignment.
- C. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.

### **1.02 Payments**

Payments for extra-curricular activities shall be made after completion of the assignment in accordance with District payroll procedures. Employees have the option, upon request, to be paid at least monthly with no longer than 31 days between pay periods.

### **1.03 Work Schedule**

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

### **1.04 Employment of Personnel for Co-Curricular/Extra -Curricular Activities**

The Board of Education may find it necessary to employ, on a part-time basis, coaches or activity sponsors. Employment of coaches in sports governed by the WIAA shall be consistent with WIAA rules and guidelines.

As openings occur they shall be noticed in appropriate locations.

Applications for co-curricular/extra-curricular activities will be made in writing to the Activities/Athletic Director.

The Activities/Athletic Director will vet the candidates and conduct interviews which may include another member of the Administration.

The District Administrator or designee is responsible for making employment decisions for co-curricular/extra-curricular positions.

The District Administrator shall require that each person employed as a coach or activity sponsor has the appropriate qualifications, has been properly interviewed, and signs a co-curricular appointment letter that specifies the assignment and the stipend associated with the assignment.

Coaching/advisory duties accepted by a teaching or administrative staff member shall not be incorporated into the staff member's regular teaching or administrative contract. There shall be no guarantee or reasonable expectation that a coach/advisor will receive an offer to coach/advise in the same position the following school year. Compensation for coaching/advising duties shall be determined by the Board. Nonrenewal procedures are not applicable to coaching/advising assignments.

Any coach/advisor not offered similar duties in any subsequent year may not pursue a grievance through the District Grievance Policy 3340 – Grievance Procedure or Policy 4340 – Grievance Procedure.

## **1.05 Volunteers**

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

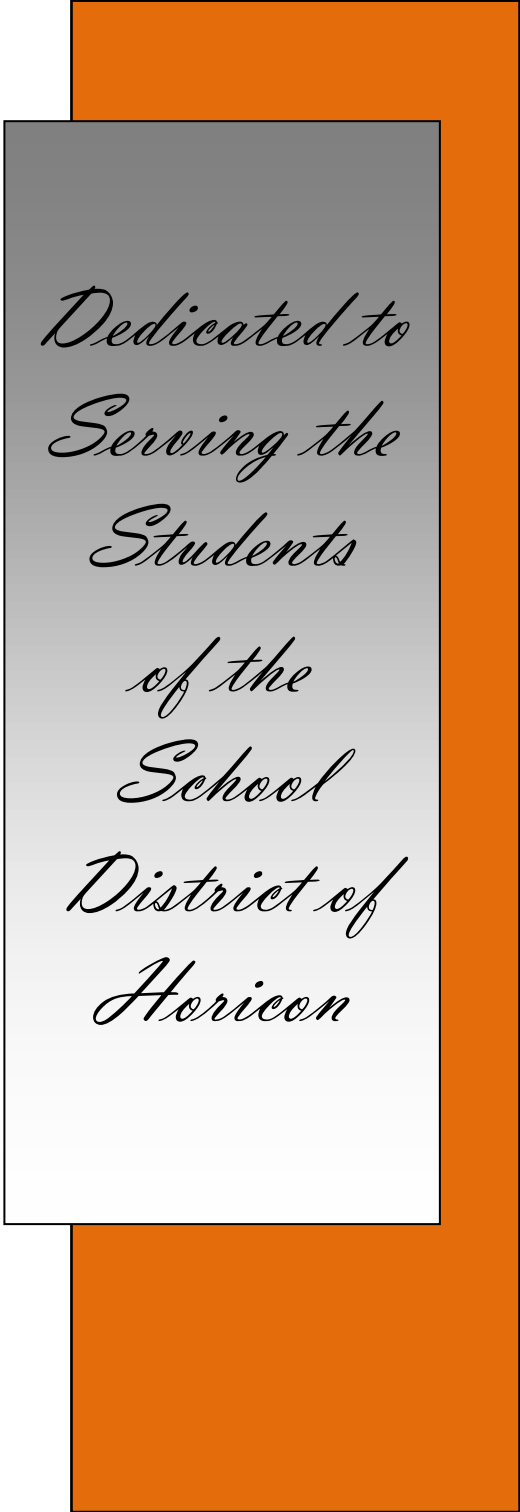
- A. They will not be eligible for salary/wages, stipend, or benefits;
- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
- C. They will be responsible for their own personal injuries(i.e., ineligible for worker's compensation);
- D. They must consent to a background check and agree to have a tuberculin skin (TB) test;
- E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
- F. They accept direct and indirect supervision of the head coach; and,
- G. They may be dismissed at any time without cause.

## **1.06 Co-Curricular Pay Schedule**

The Co-Curricular Pay Schedule will be found in Appendix H

# **PART VI**

## **SUBSTITUTE EMPLOYEES**



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Students  
of the  
School  
District of  
Horicon*

## **SECTION 1. ALL SUBSTITUTE EMPLOYEES**

### **1.01 Pre-Employment Requirements**

All new substitute staff hires will be subject to a background check.

## **SECTION 2. SUBSTITUTE TEACHERS**

### **2.01 Licensure and/or Permit**

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

### **2.02 Training and Evaluation**

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

### **2.03 Assignment and Professional Responsibilities**

- A. Assignments: Substitutes shall be assigned at the discretion of the District. Substitutes who have participated in the Substitute Professional Development Day will receive priority when assigning a substitute.
- B. A copy of the appropriate school policies, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule (bell schedule when applicable), name of any individual designated in charge of discipline, seating charts, class schedule and lesson plans for all classes to be taught shall be made available to the substitute. School Board policies will be available to the substitute upon request.
- C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment
  - 1. A substitute teacher may refuse 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 teacher may also cancel a teaching assignment in advance of the current day by providing notification to the Secretary. A substitute who wishes to cancel an assignment on the current date must inform the Secretary by phone. Any substitute teacher who abuses the cancellation privilege, in the District's discretion, will have their cancellation privileges revoked.
- D. Professional Responsibilities:

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

1. Effective on the first day of the assignment the long-term rates apply.
  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 7.5 hours, excluding the duty free lunch, when subbing for a full-time teacher who is absent for a whole day. If a teacher does not have a full schedule of classes the time will be prorated. A substitute's teaching day may be less than 8 hours if the substitute is replacing a teacher on a partial absence.

## **2.04 Compensation**

- A. Daily Rate: Substitute teachers shall receive compensation for services rendered as provided in section 2.07.
- B. Homebound or Alternative Site Instruction
1. Substitute teachers who are contracted to provide homebound or alternative site instruction to a student of this school district, shall be compensated at the rate equal to the teacher base pay divided by 1520. For example: Base Pay = \$40,000/1520 = \$26.32 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*. If a substitute teacher is required to report to the District and subsequently travel to a different location (either within or outside of the District), the District will reimburse him/her an amount equal to the Internal Revenue Service (IRS) business travel rate per mile for travel to that second location (and back to the first location, if required by the District).

## **2.05 Dismissal/Removal from Substitute List**

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

## **2.06 Miscellaneous Provisions**

- A. In-Service: Each per diem substitute may be required to participate in new teacher orientation or teacher in-service day programs in the schools. Per diem substitutes shall be paid at their applicable rate for in-service participation if the employer requires them to attend. Long-term substitutes will be required to attend in-service days and will receive their long-term rate. The principal may, in his/her discretion, determine and notify the long-term substitute that he/she is not required to attend an in-service day(s) and will not be paid for that day. Substitute teachers may participate in after school/summer in-services at no cost, provided teachers members and/or administrators are able to attend without cost. Substitute teachers may participate in after school/summer in-services at the same cost as teachers provided the vendor offers such a discount to substitute teachers. The substitute teacher may participate at the cost established by the vendor if the vendor does not offer such a discount to substitute teachers. Substitute teachers availability to participate in all of the above school/summer in-services will be on a space available basis as determined by the District.
- B. Duty Free Lunch: All substitutes shall be provided with an unpaid daily duty-free lunch period of at least thirty (30) continuous minutes.
- C. In-service/Orientation: The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary and the in-service shall last no more than two

(2) hours. Substitute teachers attending the in-service will not be compensated for their attendance.

- D. Online Services: Long-term substitutes may be provided district email accounts and network access.

## **2.07 Substitute Teacher Pay Schedule**

Substitute teachers or substitute support staff shall be employed at the rate established by the District. Support staff substituting for a certified staff member will be compensated at a rate designated by the District Administrator. As of July 1, 2024 the rate of pay is as follows:

### **SUBSTITUTE TEACHER PAY SCHEDULE**

<b>Category</b>	
<b>Short-Term Per Diem</b>	<u>\$125.00/day</u>
<b>Aides (who hold a short-term sub license)</b>	<u>\$150.00/day</u>
<b>Long-Term Per Diem</b>	<u>Base</u>

Part-time substitute teachers shall be paid on a prorated basis based off of the full daily rates set forth above. Substitutes will be paid for a minimum of ½ day. Substitutes who work less than four (4) hours per day will be paid half of the full day rate. Substitutes who work four (4) or more hours per day will be paid for a full day

## **SECTION 3. SUPPORT STAFF SUBSTITUTES**

### **3.01 Licensure and/or Permit**

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

### **3.02 Training and Evaluation**

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

### **3.03 Assignment and Professional Responsibilities**

- A. Assignments: Substitutes shall be assigned at the discretion of the District.
- B. Board Policies: A copy of the appropriate school policies shall be made available to the substitute upon request.
- C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment
  - 1. A substitute may refuse a personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute list if the substitute demonstrates a pattern or practice of declining assignments.
  - 2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute may also cancel an assignment in advance of the current day by providing notification to the Secretary. A substitute who wishes to cancel an assignment on the current date must inform the Secretary by phone. Any substitute who abuses the cancellation privilege, in the District's discretion, will have their cancellation privileges revoked.
- D. Responsibilities: The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.
- E. Substitute Day: The substitute's length of service will be determined by the District.

### **3.04 Compensation**

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

### **3.05 Dismissal/Removal from Substitute List**

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

### **3.06 Miscellaneous Provisions**

- A. In-Service: Each per diem substitute may be required to participate in new employee orientation or in-service day programs in the schools. Substitutes shall be paid at their applicable hourly rate for in-service participation if the employer requires them to attend.
- B. Breaks: All substitutes shall be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.
- C. In-service/Orientation: The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be strictly voluntary and the in-service shall last no more than two (2) hours. Substitutes attending the in-service will not be compensated for their attendance.
- D. Online Services: Long-term substitutes may be provided district email accounts and network access.



### **3.07 Substitute Support Staff Employee Pay Rates**

Substitutes shall be employed at the rate listed below for each position:

<b><u>POSITIONS</u></b>	<b><u>Substitute Pay Rate</u></b>
Custodial Maintenance	\$16.50
Secretaries	\$15.00
Aides	\$15.00
Cleaners	\$15.00
Food Servers	\$15.00