

**2019-2020**

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School District of Lodi

# **Staff Handbook**

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***Approved on August 12, 2019***

***THIS HANDBOOK IS SUBJECT TO FURTHER REVIEW AND  
REVISION BY THE SCHOOL DISTRICT OF LODI BOARD  
OF EDUCATION***



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**NOTE:** To reference any state statute citation noted in this handbook go to:

<http://legis.wisconsin.gov/rsb/stats.html>

## **MISSION STATEMENT:**

The mission of the School District of Lodi, a strong partnership of families, community and educators, is to inspire students to become lifelong learners who seek new understanding and skill to assume the role of responsible and contributing members of society by creating a world-class, innovative learning environment that stimulates academic and personal excellence.

## **PHILOSOPHY:**

The School District of Lodi will provide all students with the opportunity to acquire a diversified education in accordance with Department of Public Instruction standards, Board of Education policies, and administrative procedures. It is the sole intent of the Board of Education and the Administration to provide learning opportunities designed to promote the maximum intellectual, social, and physical potential of each student.

The School District of Lodi shall strive to provide:

- the best means for students to acquire and apply fundamental intellectual skills.
- guidance and training necessary to develop social competencies which permit children and young adults to achieve the highest degree of self sufficiency, self worth, and confidence.
- an environment which allows students to develop into emotionally stable, well-adjusted young adults who can interact in a harmonious manner with respect and concern for all human beings.
- diversified enrichment opportunities, in accordance with each student's capabilities, as a means of promoting physical and mental health.
- an education that prepares students for occupational, academic and technical programs beyond high school and also prepares them for effective participation in the economy as consumers or producers.
- opportunities for students to learn about other cultures and their own heritage.
- appropriate educational programs for students with exceptional educational needs.

The Board of Education, in cooperation with staff, administration and community, will establish annual goals to foster on-going implementation of the district philosophy.

## ***School District of Lodi Contact Information***

Updated 8/13/18

**2018-2019**

**Employees . . . have a question?**

**Call . . . 592-3851 + extension . . . (or other number as listed)**

### **Administrative/Board Related Questions:**

Administrative Team (Agenda Items/Contacts) ..... Charles Pursell/Maureen Palmer (x 5481/5480)  
Board Agenda Items ..... Charles Pursell/Maureen Palmer (x 5481/5480)

#### **Board Committees:**

Budget ..... Brent Richter (x 5482)  
Contract Review/Personnel (LEA/LESA/FS) ..... Brent Richter/Charles Pursell (x 5482/5481)  
Curriculum ..... Tiffany Loken (x 5486)  
Facilities ..... Brent Richter (x 5482)  
Finance ..... Brent Richter (x 5482)  
Policy ..... Charles Pursell (x 5481)

Board of Education (Membership/To Contact) ..... Maureen Palmer (x 5480)  
Board Minutes ..... Maureen Palmer (x 5480)  
Board Policies and Procedures ..... Charles Pursell (x 5481)  
Board Public Appearances ..... Susan Miller, President/Charles Pursell (x 5481)  
Boundary Questions ..... Charles Pursell (x 5481)  
Emergency/Safety Procedures ..... Michael Pisani/Neal Reible (x 2102/5447)  
Fund Raisers ..... Charles Pursell (x 5481)  
Gifts to School/District ..... Charles Pursell (x 5481)  
Printing/Copying Service (Procedures) ..... Brent Richter (x 5482)

First contact for requesting forms, pick-up/delivery questions, other service-related issues should be building secretaries who will then contact one of the District Office secretaries.

Publicity/Special Events Reporting ..... Charles Pursell (x 5481)  
School Closing Notification ..... Infinite Campus & Website

### **Business Related Questions:**

Accounts Payable ..... Crystal Hoffman (x 5488)  
Budget ..... Brent Richter (x 5482)  
Custodial Issues ..... Neal Reible (x 5447)  
Facility Use Requests (Public or Employee) ..... Tracy Sachtjen (cell # 438-1230)  
Forms (Payroll, Financial) ..... Donna Tooley (x 5484)  
Maintenance ..... Neal Reible (x 5447)  
Purchase Orders ..... Crystal Hoffman (x 5488)

### **Computer/Technology-Related Questions:**

Computer/Software use in Classroom ..... LMC Directors:  
HS/MS Paula Tonn (x 4406 or x 3214), PS/EL Peggy Schaub (x 1310 or x 2204)  
Computer Access by Staff (incl. Internet/E-Mail) ..... Paul Anderson (x 4404)  
Computer Access by Students (incl. Internet/E-Mail) ..... Paul Anderson (x 4404)  
Computer Repairs/Operation ..... Paul Anderson (x 4404)

Or [anderpa@lodi.k12.wi.us](mailto:anderpa@lodi.k12.wi.us)

School Web Pages ..... Building Administrative Assistants  
District Web Page Information ..... Maureen Palmer (x 5480)  
Software Requests for Classroom use ..... Tiffany Loken (x 5486)  
Technology Committee ..... Tiffany Loken (x 5486)

### **Employee-Related Questions:**

Administration ..... Charles Pursell (x 5481)  
LEA Teacher ..... Brent Richter/Charles Pursell (x 5482/5481)  
LESA/ Support Staff (incl. Educational Assistants, Crossing Guards, Custodial, Maintenance)  
Neal Reible/Brent Richter/Charles Pursell (x 5447/5482/5481)  
Food Service ..... Brent Richter/Charles Pursell (x 5482/5481)  
District Office Support Staff ..... Charles Pursell (x 5481)

### **Curriculum & Instruction-Related Questions:**

Classroom Curriculum ..... Tiffany Loken (x 5486)  
Department Structure/Membership ..... Tiffany Loken (x 5486)  
Grants ..... Tiffany Loken (x 5486)  
Staff Development/Inservice (Guidelines/Procedures/Forms) ..... Tiffany Loken (x 5486)  
Standards ..... Tiffany Loken (x 5486)  
Summer School ..... Michael Pisani (x 2102) or Sherri Endres-Lovell (x 1002)  
Testing/Assessment ..... Tiffany Loken (x 5486)  
Title IV/Grants ..... Tiffany Loken (x 5486)

### **Employee Services-Related Questions:**

Accidents/Worker's Comp. – Employee ..... Donna Tooley (x 5484)  
Change of Address ..... Donna Tooley (x 5484)  
Credits – Professional ..... Kris Lehman (x 5450)  
DPI License & Certifications – Renewals/Applications ..... Kris Lehman (x 5450)  
Electronic Message Display Board ..... Tracy Sachtjen (cell #438-1230)  
Employee Travel Expense Reimbursement ..... Crystal Hoffman (x 5488)  
Employee Trust Fund ..... Direct # (608-266-3285)  
Or <http://elf.wi.gov>

## ***School District of Lodi Contact Information (Con't)***

Employment Applications/Procedures .....	Kris Lehman (x 5450)
Employment Openings/Postings.....	Kris Lehman (x 5450)
Employee Personnel Files .....	Kris Lehman (x 5450)
Employment Verification .....	Donna Tooley (x 5484)
Flexible Spending Account Information .....	Kris Lehman (x 5450)
FMLA Information.....	Donna Tooley (x 5484)
Harassment – Employee Reporting of.....	Charles Pursell (x 5481)
Employee Insurance (Disability, Health/Dental, Life, Long Term Care).....	Donna Tooley (x 5484)
Leave Requests/Questions (first contact is building administrator/direct supervisor)	
Personal .....	Immediate Supervisor
Professional/Business.....	Immediate Supervisor
Unpaid/Extended.....	Charles Pursell (x 5481)
Vacation.....	Immediate Supervisor
Payroll (incl. Deductions, Hours Worked, etc.) .....	Donna Tooley (x 5484)
Reimbursement of Expenses.....	Crystal Hoffman
Retirement – WRS Trust.....	Direct # (608-266-3285)
Or .....	<a href="http://etf.wi.gov">http://etf.wi.gov</a>
Substitute Line (incl. Teachers, EA's, Secretaries, Custodians, Crossing Guards) Emma Neumaier	
.....	(592-3842 ext.2114)
Substitutes for Food Service .....	Paula Larrabee @ HS (x 4433)
Substitute Procedures.....	Emma Neumaier (x 2114)
Substitute Applications/Questions .....	Emma Neumaier (x 2114)
Tax Sheltered Annuities.....	Donna Tooley (x 5484)

### **Publication-Related Questions:**

District Calendar.....	Maureen Palmer (x 5480)
District Newsletter .....	Maureen Palmer (x 5480)
Senior Citizen Athletic Passes.....	Maureen Palmer (x 5480)
Phone Lists .....	Maureen Palmer (x 5480)
–Employee Handbooks.....	Maureen Palmer (x 5480)
Student/Parent Handbooks.....	(contact building office to which specific handbook pertains)

### **Student-Related Questions:**

Abuse and Neglect Referrals .....	Tiffany Loken (x 5486)
Accidents – Students	
Jean Humpal Winter (EL/MS/HS) .....	(x 2103, x 3484, x 4484 or Cell: 513-4752)
Rodney Barrow (PR) .....	(x 1004)
At-Risk Education.....	Tiffany Loken (x 5486)
ATOD Programs & Grants .....	Tiffany Loken (x 5486)
Early Entry Kindergarten .....	Tiffany Loken (x 5486)
English Language Learners.....	Tiffany Loken (x 5486)
Enrollments .....	Kris Wendorf (x 5483)
Field Trips (extended, non-extended).....	Building Principal / Board of Education
Food Service .....	Paula Larrabee (x 4433)
504 Referrals.....	Tiffany Loken (x 5486)
Gifted and Talented.....	Tiffany Loken (x 5486)
Grants/Budget – Special Education.....	Tiffany Loken (x 5486)
Harassment (Student) – Reporting .....	Principals/Charles Pursell (x 5481)
Health Services/School Nursing Services	
Jean Humpal Winter (EL/MS/HS) .....	(x 2103, x 3484, x 4484 or Cell: 513-4752)
Rodney Barrow (PR) .....	(x 1004)
IEPs.....	Tiffany Loken (x 5486)
Non-Discrimination/Equity.....	Charles Pursell (x 5481)
Open Enrollment .....	Kris Wendorf (x 5483)
Pupil Activity Accounts .....	Crystal Hoffman (x 5488)
Tuition Waiver Provision .....	Kris Wendorf (x 5483)
Registrar.....	Kris Wendorf (x 5483)
Residency/Guardianship .....	Charles Pursell (x 5481)
School-Age Parents .....	Jean Winter (x 2103, x 3484, x 4484 or Cell: 513-4752)
School-to-Work .....	Connor Anderson (x 4449)
Special Education .....	Tiffany Loken (x 5486)
Special Education Records.....	Kris Wendorf (x 5483)
Special Education Referrals/Re-Evaluations .....	Tiffany Loken (x 5486)
Special Education Transfer Students .....	Tiffany Loken (x 5485/5486)
Special Education Transportation .....	Tiffany Loken (x 5486)
Title 1.....	Tiffany Loken (x 5486)
Transportation (General).....	Brent Richter (x 5482)
Or Kobussen Buses LTD, Brian Ecklor.....	592-0551
Tuition and Transfers .....	Maureen Palmer (x 5480)

Visit our website: [www.lodi.k12.wi.us](http://www.lodi.k12.wi.us)

### **Contact us by E-Mail:**

For non-emergency inquiries, we encourage you to contact us via e-mail. All district e-mail addresses are: first five letters of last name (or fewer if last name contains fewer than five letters) followed by first two letters of first name followed by @lodischoolswi.org (e.g., John Jones would be jonesjo@lodischoolswi.org)

## **District Emergency Procedures**

### **CLOSING OF SCHOOLS**

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

Calls will be placed to employee phone numbers beginning at 6:00 a.m. or as soon as practicable using the District's Calling Tree if conditions warrant the closing of schools. Staff may also be notified by the District's email service.

Local television and radio stations will also be notified by 6:00 a.m. or as soon as practicable. Please check local media if you do not receive a phone call or an email.

Employees are encouraged to monitor these TV and radio stations in addition to school district email.

#### **Radio Stations:**

**Clear Channel Radio** ..... 1070 AM  
(Includes: WTSO 1070 AM/ WIBA 1310 AM/WIBA 101.5 FM/WZEE 104.1 FM/ /WMAD 96.3 FM)/WXXM 92.1 FM)

#### **Magnum Radio Group:**

..... (Includes: WDLS 900 AM/WNNO 106.9 FM or 95.9 FM/WBKY)

#### **Hometown Radio:**

**WPDR-WDDC** ..... 1350 AM/100.1 FM

**WNWC** ..... Life 102.5 FM

**WOLX/101.5 Charlie/WMMM Triple M** ..... 94.9 FM/105.1FM/105.5FM

#### **TV Stations:**

**WISC-TV Channel 3** ..... Channel 3

**WMTV Channel 15** ..... Channel 15

**WKOW TV Channel 27** ..... Channel 27

### **SECURITY**

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

In the case of a **building emergency** call: Charles Pursell – District Administrator

In case of **other emergencies** call your immediate supervisor:

Sherri Endres-Lovell –Lodi Primary School

Michael Pisani – Lodi Elementary School

Joe Prosek – Lodi Area Middle School

Vincent Breunig- Lodi High School

Brent Richter - District Business, Maintenance/Operations

School District of Lodi  
115 School Street  
Lodi, WI 53555  
608-592-3851  
Chuck Purcell  
District Administrator

Lodi Primary School  
(EC, K4, K – 2)  
1307 Sauk Street  
Lodi, WI 53555  
608-592-3855  
Sherri Endres-Lovell  
Principal

Lodi Elementary School  
(3-5 and OSC 3-5)  
101 School Street  
Lodi, WI 53555  
608-592-3842  
Michael Pisani  
Principal

Lodi Area Middle School (6-8)  
900 Sauk Street  
Lodi, WI 53555  
608-592-3854  
Joe Prosek  
Principal

Lodi High School (9-12)  
1100 Sauk Street  
Lodi, WI 53555  
608-592-3853  
Vince Breunig  
Principal

## 911 Emergency



Primary dial 911  
Elementary dial 911  
Middle dial 911  
High dial 911  
District Office dial 911  
Press Box dial 911

Give location and address  
If possible, designate exterior door letter

Notify building office to activate building  
Core Team

Remove students from area,  
if needed

Communicate with other buildings the  
type of emergency experiencing

## Fire Alarm

Fire Alarm Siren



Give directions and follow  
last student from the  
classroom

Assist any individuals with  
special needs

Close classroom doors

Report to designated area

Take attendance and report  
missing students to  
admin/emg personnel

Remain in assigned area  
until advised by admin/emg  
personnel

## Tornado Siren

Verbal Announcement  
over PA System



Give directions and follow last student  
to tornado safe area

Assist any individuals with special  
needs

Close classroom doors

Take attendance and report missing  
students to admin/emg personnel

Students should kneel or sit on the  
floor covering their heads with their  
hands or books

Remain in assigned area until an "ALL  
CLEAR" announcement is made



## Evacuation

Verbal Announcement  
over PA System



Give directions to move to evacuation  
area

Assist any individuals with special  
needs

Conduct visual sweep of immediate area  
Close classroom doors

Students and staff should  
turn off cell phones  
(Cell phones seen will be confiscated.)

Take attendance and report missing  
students to admin/emg personnel

Remain in assigned area until advised  
by admin/emg personnel

## Lock Down

Verbal Announcement  
over PA System

Lock doors and turn off lights. Do not release or  
admit anyone. Ignore bells.  
No restroom breaks.

If you are not in an area with a lockable door,  
move students to an area with a lockable door.  
If outside, move students to an evacuation site

Non-assigned staff will report to the nearest  
room and secure yourself

### Maintain Silence

Do not use phone, TV, radio, computer, unless  
there is a medical emergency

### Remain in place

Ignore fire alarm - fire evacuation will be  
signaled by PA announcement and confirmed  
with a second announcement

Be prepared to remain in secure status for  
extended time - Remain calm and wait for  
assistance from law enforcement or  
admin/emg personnel

When situation is under control and it is safe to  
leave the room, the admin/emg personnel will  
make an announcement which will be  
confirmed by a second announcement

## Administrative Hold

Verbal Announcement  
over PA System

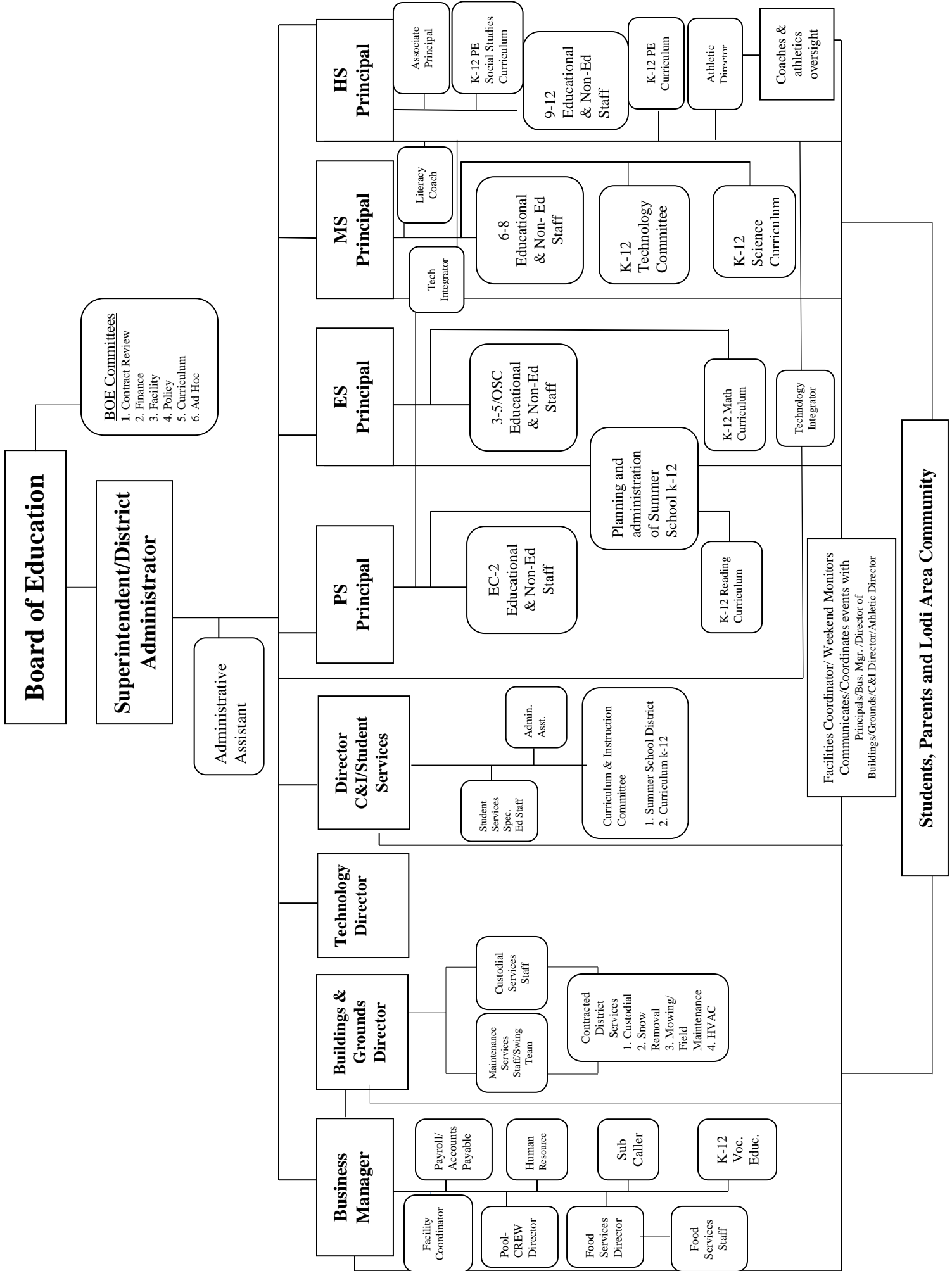
Non-assigned staff will report  
to the office for assignment

Lock outside doors and do not  
release or admit anyone to the  
school

Continue normal  
instruction/activities

Await instructions from  
admin/emg personnel





# **PART I-Provisions Applicable to All Staff**

## PREAMBLE AND DEFINITIONS

### **PREAMBLE:**

The Board of Education of the School District of Lodi and its professional employees recognize that the development and operation of an educational program of the highest quality is a common responsibility. This is a responsibility, which for its effective discharge requires collaboration among the School Board, the administrative staff and all school district employees.

#### **1.01 About this *Handbook***

- A. Employees Covered: This *Handbook* is provided as a reference document for the School District of Lodi (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 implementation of new provisions to occur 14 calendar days after notification to employees of the change. 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, 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. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the School District of Lodi.

#### **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, including Directors and Specialists.
- B. Discipline: For purposes of access to the grievance procedure, “discipline” is defined as an employment action that results in a disciplinary suspension or disciplinary demotion. “Discipline” for purposes of access to the grievance procedure does not include any verbal notices, warnings, or reminders
- C. Regular Employees: Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
  - 1. Regular Full-Time Employee: Regular full-time employees are defined as one who is regularly scheduled to work at least forty (40) hours per week.

2. Regular Part-Time Employee: Regular part-time employees are defined as one who works a school year or more, but less than forty (40) hours per week.
  3. Exclusions: A regular full-time or regular part-time employee does not include substitute or temporary employees as defined in this Section.
- D. Seasonal/Summer School Employees: Seasonal 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.
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 non-district 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.
- E. Substitute/Temporary Employees: Substitute/Temporary Employees are defined as persons hired on a limited basis to replace a regular employee during the regular employee's leave of absence or for specific projects for a specific length of time. A substitute/temporary employee has no expectation of continued employment.
- F. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.
- G. Teacher: Teachers are defined as persons hired under a contract under § 118.21 and 118.22 Wis. Stats.
- H. Termination: Termination is defined as an involuntary separation from employment. 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 voluntary retirement, voluntary resignation or a non-reappointment of an extra-curricular assignment or layoff.

### **1.03 General Personnel Policies**

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

## **SECTION 2 EMPLOYMENT LAW**

### **2.01 Equal Opportunity**

It is the policy of the District that no person may be illegally discriminated against in employment by reason of their sex, sexual orientation, race, color, religion, national origin, age, political affiliation, citizenship, arrest or conviction record, ancestry, creed, pregnancy, marital or parental status, military service, use or nonuse of lawful products off the employer's premises during nonworking hours or qualifying disability or handicap.

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

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with District policy. *See School Board Policy No. 511*

## **2.02 Discrimination and Harassment**

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment based on any personal characteristic described above in section 2.01. Harassment and other unacceptable activities that could alter conditions of employment, or from a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile, or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

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

All employees are responsible for ensuring that discrimination and harassment do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of discrimination or harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures provided in Section 2.02 of this Handbook and Board Policy No.511. All reports regarding employee discrimination or harassment shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee discrimination or harassment. Actions that result in discrimination on a basis not related to an employee's job performance or those that are determined to be harassment shall be subject to disciplinary action, up to and including dismissal.

In addition, supervisory employees who fail to respond to discrimination or harassment complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal. *See School Board Policy No. 511, 411, 411.2, 411.1 and 411 Rule.*

## **2.03 Equal Opportunity Complaints**

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District. . Informal and formal complaints must follow the District's Discrimination Complaint procedure outlined below. *See School Board Policy No. 411 Rule.*

## INTRODUCTION:

The following procedures were developed to assure compliance with State and Federal laws, along with District policies, pertaining to discrimination, including harassment and bullying, and sexual harassment. These procedures are intended to provide information and guidance for administrators, staff, students, and the public.

## COMPLAINT PROCEDURES:

Any employee who believes that he or she has been discriminated against or harassed or bullied, including sexual harassment, in violation of District policy should follow the complaint procedures as follows:

### Informal Complaint Procedure:

Step 1: The person who believes he or she is being subjected to discrimination, including harassment or bullying, or sexual harassment, is encouraged to advise the person who is engaging in such conduct of his or her objection to the acts of discrimination.

Step 2: If a District employee is being discriminated against or harassed or bullied, including sexual harassment, he or she should advise his or her immediate supervisor of the allegations. The supervisor shall discuss the allegations with the other person to attempt to affect relief. If the person who is alleged to be engaged in the acts of discrimination is the supervisor, the person to be advised is the person who is responsible for the oversight of the supervisor. In the case of principals and other central office administrators, this person would be the District Administrator. In the case of the District Administrator or Board of Education Members, complaints should be made to the Board President; or in the case of the Board President, the complaint should be made to a Board of Education member.

Step 3: If, in the judgment of the complainant, Step 2 would be ineffective or the complainant does not wish to discuss the matter with the supervisor or the principal, or the results of Step 2 are unsuccessful, the person may report the complaint directly to the District Administrator/Section 504 Coordinator. The complaint may be transmitted verbally or in writing, at the discretion of the complainant, but shall also be in written format. The District Administrator/Section 504 Coordinator or his/her designee shall meet with the complainant as soon as possible, and usually within five (5) business days to discuss the complaint. The District Administrator/Section 504 Coordinator or his/her designee shall then investigate the complaint and reply to the complainant as soon as possible after completion of the investigation. If in the judgment of the District Administrator/Section 504 Coordinator or his/her designee and/or the complainant, the matter warrants formal action, the complaint shall be filed according to the formal complaint procedure. The formal complaint procedure shall be processed in a timely and orderly manner according to the complaint procedure outlined below.

### Formal Complaint Procedure:

The District Administrator/Section 504 Coordinator or his/her designee shall be responsible for processing formal discrimination complaints, including harassment and bullying complaints, and sexual harassment, and shall be further responsible for coordinating District obligations under state and federal laws concerning discrimination, including harassment and bullying, and sexual harassment.

Step 1: The formal complaint shall be submitted to the District Administrator/Section 504 Coordinator using the Discrimination/Harassment Complaint form (See Appendix D). Upon receipt of the complaint, the District Administrator/Section 504 Coordinator shall assign it to a designee. The formal complaint should describe the specific nature of the discrimination, including harassment or bullying, or sexual harassment, and should include the times, dates, locations and other details of the alleged discrimination. The written complaint shall also include the name of the person allegedly engaged in the alleged discrimination.

The District Administrator/Section 504 Coordinator designee shall thoroughly investigate the complaint. In doing so, he or she will notify the person accused of the complaint and the specifics thereof. The accused individual shall be interviewed and permitted to respond to the allegations, including verbally and in a signed

statement. The District Administrator/Section 504 Coordinator designee shall respond in writing to the complainant and shall advise him or her of the findings of the investigation and the action taken by the District in response to the complaint. The accused shall also be informed of the outcome of the complaint, including any disciplinary actions that shall be taken.

Step 2: If the complainant wishes to appeal the decision of the District Administrator/Section 504 Coordinator designee, he or she may submit a signed statement of appeal to the District Administrator within five (5) business days after receipt of the District Administrator/Section 504 Coordinator designee response to the complaint. The District Administrator shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within fifteen (15) business days. If the complainant is not a student who is a member of a protected category identified in Board policy 411, the decision of the District Administrator is final. If the complainant in a protected category does not appeal the decision at this step, the matter shall be deemed resolved and no further action shall be taken.

## **2.04 Fair Labor Standards Act**

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative and professional employees who meet regulatory requirements under the Fair Labor Standards Act (FLSA). Notification of rights under the FLSA as set forth in the employment poster section in this *Handbook*.

## **2.05 Family and Medical Leave Act**

The District provides leave in compliance with state and federal Family and Medical Leave laws. The District's FMLA policy is set forth in Appendix C to this Handbook. In addition, specific information about the federal law is included below. Any other leaves of absence provided under District policies run concurrently with any leaves taken under state or federal Family and Medical Leave laws.

- A. Notification of Benefits and Leave Rights: The District posts the text of a required federal notice regarding federal FMLA employee entitlements and obligations in each building and on district website under payroll notices. See 29 U.S.C. § 2619(a); 29 C.F. § 825.300 (a)(1). In addition, as required by federal law, a copy of the notice is included in Appendix C to this Handbook and can also be viewed at this link:

<http://www.dol.gov/whd/fmla/finalrule/FMLAPoster.pdf>

- B. Eligibility Notice: When an employee request FMLA leave, or when the District acquires knowledge that an employee's leave may be for an FMLA –Qualifying reason, the District must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. See 29 C.F.R. § 825.300(b)
- C. Rights and Responsibilities Notice: The District shall provide written notice outlining specific obligations of an employee eligible for federal FMLA which explains any consequences of not meeting those obligations. See. 29 C.F.R § 825.300(c). The District uses a form created by the U.S. Dept. of Labor, *Notice of Eligibility and Rights & Responsibilities (FMLA)* to provide information. A copy of a blank version of this form can be viewed at: <http://www.dol.gov/whd/fmla/finalrule/WH381.pdf>
- D. Designation Notice: The District also uses a form created by the Department of Labor to “inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA.” U.S Dept. of Labor, *Designation Notice (Family and Medical Leave Act)*. A copy of a blank version of this form can be viewed at, <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).



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

### **3.01 District Expectations**

The School District of Lodi expects all of its employees to exhibit a professional and courteous attitude toward other employees, parents, community members and students. Employees are expected to provide quality work efforts, maintain confidentiality, work collaboratively and efficiently, and comply with all applicable Board policies, work rules, job descriptions, terms of this *Handbook* and applicable legal obligations.

Employees are expected to adhere to the standards of conduct delineated in applicable Board of Education policies, administrative regulations/procedures and any requirements or standards attendant to their stature as a district employee.

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 applicable Board policies, work rules, job descriptions, and terms of this handbook or applicable legal requirements.

### **3.02 Accident/Incident Reports**

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form must be submitted to the building principal /immediate supervisor and district payroll department within twenty-four (24) hours or the next scheduled district workday. In the event of a work-related accident or injury, please see the Worker's Compensation section of the *Handbook Section 6 – page 44*.

### **3.03 Attendance**

The success and efficiency of the District relies on the timely and consistent attendance of its employees. Employees must notify their immediate supervisor or designee of any absence or departure from scheduled work hours through compliance with the provisions described in the policy relating to the reason for the absence. Certain absences require prior approval; all absences or departures from scheduled work hours require employees to provide their immediate supervisors with prior notification that they will be absent for all or part of their regularly scheduled work days.

Employees will be considered tardy if they arrive at work after the start of their regularly scheduled workdays without a valid reason for their late arrivals, as determined by the District, and prior notification to their immediate supervisors. Employees who are absent for part or all of a regularly scheduled work day without prior notification to their immediate supervisors, and approval from their immediate supervisors when required by policy, will result in said absences being considered unexcused. Excessive absences (including tardiness), unexcused absences, abuse of leave, or other failures to comply with District policies or instructions may result in discipline, up to and including termination.

### **3.04 Mandatory Reporting – Child Abuse and Threats to Safety**

- A. Every school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provide for below in section B.
- B. A person required to report shall immediately inform, by telephone or personally, the applicable district administrative personnel and the County Department of Social Services or the sheriff or city, village, or town police department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur. **See Board of Education Policy No. 454**

- C. Child Abuse and Neglect Mandatory Reporting: - Wisconsin law requires all employees of Wisconsin public school districts to report suspected child abuse and neglect, Wis. Stat. Sec. 48.981(2)(a)16m. All employees must receive training provided by the Department of Public Instruction within six months of initial hiring to comply with Wisconsin Act 81. Employees are considered to be anyone who receives an annual statement of wages for tax purposes (W-2 form) from the school district.

New Employees and Coaches:

View the Mandatory Reporting of Child Abuse and Neglect – Training for all School Employees webcast. At the end of the webcast, participants should print out a dated completion certificate to document their viewing. This webcast is available to be watched at any time and is 16 minutes in length. You must turn in the completion certificate to the Human Resources office, Kris Lehman, to complete the employment process.

If you need assistance with accessing the training video or access to a computer, please talk with your supervisor or the District Office.

Video URL: [http://sspw.dpi.wi.gov/sspw\\_can](http://sspw.dpi.wi.gov/sspw_can)

Link is also on school district website: click on Forms/Payroll/Employment Forms/Payroll Forms, scroll to “Child Abuse and Neglect Mandatory Reporting”.

- D. Staff as mandatory reporters are required to report any threat made by an individual to the health and safety of students, school employees or public. The report needs to be made to law enforcement. Any person or institution participating in good faith in making of a report under (ACT 143) this section shall have immunity from any liability, civil or criminal, that results by reason of the action. Whomever violates this section by failure to report as required may be fined not more than \$1,000 or imprisoned not more than six (6) months or both.

### **3.05 Communications**

The District is committed to providing technology resources that allow employees to communicate effectively with all employees in the District. In the District’s effort to maintain current technology practices, more responsibility and cooperation is required of employees to use the following core software programs and technology resources. An employee who violates any of the district acceptable use standards or otherwise uses an electronic communication device or software to send pornographic, harassing or material deemed to be inappropriate to another employee or student will be subject to discipline including termination of employment.

A. Electronic Communications

1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties, Extreme caution should be used when committing confidential information to the electronic messages as confidentiality cannot be guaranteed.
2. The District may review email logs and /or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the District, users have no reasonable expectation of privacy, including the use of District and non-District 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 Director of Instruction 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 the 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 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 tracing 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.

D. 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 preexisting social or family relationship with the student.

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 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™, Twitter™, LinkedIn™), and all forms of telecommunication such as landlines, cell phones, and web-based applications.

- E. 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 a co-curricular 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. Upon request from administration, an employee will provide the phone number(s) social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently enrolled students.
  6. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
    - a. Prohibitions against soliciting or engaging in sexual conduct romantic relationship with a student.
    - b. Confidentiality of student records.
    - c. Confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses.
  7. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her principal or immediate supervisor.
- E. Retention of Electronic Communications and other Electronic Media: The district archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule.
- F. Electronic Recording: Employees shall not electronically record by audio, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Unless dealing with an emergency (bomb threat, etc.), persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance

hearings and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.

- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records.
  2. Confidentiality of other District records, including educator evaluations and private email addresses.
  3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
  4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
- H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system. **See Board of Education Policies No. 522.71, 443.5 and 731.1.**

### **3.06 Confidentiality**

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in board Policy. Individual employees are not permitted to decide which pupil information is directory information such that it can be disclosed. Employees should check with their immediate supervisor before disclosing any pupil information they obtain because of their position as an employee of the District. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, requests for District records shall be referred to the appropriate administrator.

Student records shall be maintained in the School District to assist school personnel in providing appropriate educational experiences for each student in the District.

For purposes of Board policy and its implementing guidelines, student records will include data kept in any form regarding students. Confidentiality provisions shall apply to information maintained in record form and oral exchanges regarding the contents of such record information. **See Board of Education Policy No. 347 Rule**

### **3.07 Conflict of Interest**

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are asked to avoid outside activity that may compete with or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may:

- Act as an agent or solicitor for the sale of school books, supplies or equipment; solicit or promote such sales to individuals or the District; or receive any fee or reward for any such sales.
- Receive rebates, gifts, discounts or other favors from individuals or companies wishing to do business with the District.
- Use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated.
- Solicit or receive anything of value pursuant to an understanding that his/her official action or inaction or judgment would be influenced.

Any employee who violates this policy will be subject to discipline, up to and including termination, and any other penalties under state law. **See Board of Education Policy No 522.41**

### **3.08 Contracts and Conflict of Interest**

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

### **3.09 Copyright**

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, pictorial images, sculptural works, performance, music, video, or computer-programmed materials or the like, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. Employees are further advised that copyright provisions apply to all forms of digital media. It is important to note that a copyright may exist for a work or material regardless of whether such material is marked with a copyright notice. All reproduction, display, performance, and/or modification of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" as defined by federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Questions regarding copyright shall be directed to the District Administrator or Library/Media Specialist.

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

Every District employee shall notify his/her immediate supervisor or administrator as soon as possible, but no more than three calendar days after any arrest, indictment, conviction, no contest, or guilty plea, or other

adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

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

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees.

A conviction of a crime shall not be an automatic basis for termination. However, it is not employment discrimination because of arrest record to suspend from employment any individual who is subject to a pending criminal charge if the circumstances of the charge substantially relate to the circumstances of the particular job. It is also not employment discrimination because of conviction record to bar or terminate from employment any individual who has been convicted of any felony, misdemeanor or other offense the circumstances of which substantially relate to the circumstances of the particular job. It is not employment discrimination for the District because of conviction record to terminate from employment an individual who has been convicted of a felony and who has not been pardoned for that felony.

If an employee is arrested during employment with the District, the District will determine whether the circumstances of the offense substantially relate to the circumstances of the employee's job. If the District determines there is a substantial relationship, the District may place the employee on unpaid administrative leave pending the District's further investigation.

### **3.11 District Property**

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

- A. Facility Access Cards and Keys: Building access card and key requests should be submitted to the appropriate building contact person. Each employee is responsible for the security of all access cards and keys issued to them. Access cards and keys will be issued consistent with job responsibility and actual need. School District of Lodi keys shall not be duplicated. Lost or stolen access cards and/or keys must be reported to appropriate supervisor immediately. Employees will be charged fifteen (\$15.00) dollars for replacement of access cards and twenty-five (\$25.00) dollars per replacement core up to maximum of one hundred (\$100.00) dollars for keys that are lost, stolen, not returned upon termination, separation or retirement.
- B. Employees Responsibility for After Hour and Weekend Building Use: Employees have access to

district buildings during normal operational hours Monday through Friday (6:00 a.m. to 10:30 p.m.) and may work in buildings during these hours and weekends. Employees can access buildings from 7:00 a.m. to 8:00 p.m. on weekends. Employees working in buildings and/or on weekends are responsible to ensure windows and doors are closed and locked and that any electrical equipment and lights are turned off before leaving their work area. Upon departure from building employee is responsible to ensure the door(s) where they exit the building are locked and secured. Employees using building during off hours/weekend should exercise personal safety in doing so. Directors/Coaches need to make prior arrangements through athletic director/principal and facility coordinator if building access is needed outside these designated hours.

- C. Appliances and Electrical Apparatus: All appliances, electrical apparatus, extension cords, three-way adapters, ground adaptors, lamps, refrigerators, microwaves, diffusers, and any other electrical apparatus must be UL-tested, appropriately labeled and building management approved before being placed in any School District of Lodi owned or leased facility. If there is an operational cost (energy/electricity) associated with an approved appliance or electrical apparatus the employee will be billed a yearly fee, non-refundable, at the beginning of each school year. If fee is not paid within 30 days the appliance or electrical apparatus will be removed by building management from the district facility. If there is a potential allergy or health risk to students approval of any such listed appliance or electrical apparatus will not be granted. If repeated violations occur the employee may be subject to disciplinary action.
- D. Firearms or Weapons: Firearms and /or weapons are not allowed in School District of Lodi owned or leased buildings, on a school bus or at any school related event as outlined in State Statute s. 948.605 and **Board of Education Policy No. 832**. Exceptions include: A person who is employed in this state by a public agency as a law enforcement officer, a qualified out of state law enforcement officer or a state certified commission warden acting in his or her official capacity.
- E. Animals: Animals are not allowed in school buildings, parking lots, and athletic facilities of the School District of Lodi unless administratively approved as part of a classroom curriculum, building program or are canine assistance for hearing, sight or physically impaired individuals. **See Board of Education Policy No. 383, 383.1 and 383.1 Rule**

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

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

- A Prohibited Acts-Drugs and Alcohol: The manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, hazardous inhalants, controlled substances or substances represented to be such, synthetic drugs or unauthorized prescription medication is prohibited on school premises or at school activities. In addition, the District prohibits an employee from engaging in the manufacture, distribution, dispensation, possession, or use of illegal drugs, controlled substances or unauthorized prescription medication at any time and in any location even where the employee is not on District premises or on work time. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school sponsored trips. Any employee who violates the District's Drug and Alcohol Policy may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. **See Board of Education Policy No. 522.1& 41 U.S.C. 702(a) (1) (A).**
- B Tobacco Products: Employees shall not use or possess tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees



are also prohibited from the use of/smoking of electronic “vapor” or other substitute forms of cigarettes, clove cigarettes and any other lighted smoking device for burning tobacco, nicotine or any other substance on School District of Lodi premises. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. See Board of Education Policy No. 522.1 & § 120.12(20), *Wis. Stats.*

- C Drug-Free Awareness Program: As required by the Federal Drug Free Workplace Act, the District shall establish a drug free awareness program to inform employees about the dangers of drug abuse in the workplace, the District’s Policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and (if applicable) employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. **41 U.S.C. §702(a) (1)**
- D Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District’s policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District’s determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- E Additional Testing and Requirements: Employees required to possess a commercial driver’s license will be required to undergo any drug testing required by relevant law, Board policy, and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the “Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures.” (Appendix D)
- F Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice-from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702 (a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency 41 U.S.C 703 (This notice complies with notice requirements imposed by the federal Drug Free Workplace Act (41 U.S.C. 70) ).
- G Consequences for Violation: Employees who violate the District’s policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions, up to and including termination from employment with the District, and referral to appropriate law enforcement officials for prosecution. Compliance with the District’s policies and rules is mandatory and is a condition of employment. In its sole discretion, the District may allow an employee to undergo evaluation for alcoholism or drug addiction and successfully complete any recommended treatment, in lieu of termination. **See Board of Education Policy No. 522.1 and 41 U.S.C. 702 (a0) (1) (A)**

### **3.13 False Reports**

Employees may be disciplined for filing false reports or written or oral statements including but not limited to the following: accident reports, attendance reports, insurance reports, physician’s statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports. Providing false written or oral statements will result in disciplinary action up to and including termination of employment.

### **3.14 Financial Controls and Oversight**

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. **See Board of Education Policy No. 662.1 and 664.**

### **3.15 Fraud and Financial Impropriety**

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

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

1. forgery or unauthorized alteration of any document or account belonging to the District;
2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
4. impropriety in the handling of money or reporting of District financial transactions, and failure to follow District policies regarding the handling of District funds or financial records, including activity and/or student account and record;
5. profiteering as a result of insider knowledge of District information or activities;
6. unauthorized disclosure of confidential or proprietary information to outside parties;
7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy.
9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
10. failure to provide financial records required by state or local entities;
11. failure to disclose conflicts of interest as required by law or District policy;
12. disposing of District property for personal gain or benefit and,
13. any other dishonest act regarding the finances of the District.

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

### 3.16 Gambling

Gambling on District-owned or leased premises is prohibited at all times except as part of approved Board of Education fundraiser. Gambling during the workday on or off District property is prohibited.

### 3.17 Gifts and Sale of Goods and Services

- A. Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of school board officials or by an umbrella or affiliate organization of such statewide association of school board officials. 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. (for consideration-spouse, parents, domestic partner, children, brother, sister, grandchildren, grandparent, step-relation or the same relationship as parental herein of the employee and his/her spouse. (And for children over 18 while maintaining dependent status and parents-in-law).

It is the District's policy (Policy No. 522.41) 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 **§ 19.59, Wis. Stats.** for information on conflicts of interest and for gifts and solicitations.

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

### 3.18 Honesty

Honesty is a core value in the District. Employees shall not misrepresent any facts related to their position with the District either orally or in writing including, but not limited to, District documents such as time sheets, job applications, pupil records, etc.

### 3.19 Investigations

- A. Expectation of Cooperation. At the discretion of the District, an employee may be compelled to answer questions relating to his or her job or position in the District, or relating to the job or position of another employee in the District. An employee's failure to cooperate or refusal to respond to questions during such an investigation or inquiry may constitute insubordination, thereby providing a basis for discipline or discharge. See Paragraph B below as to special circumstances when the employee is being questioned with regard to alleged misconduct which may also constitute criminal conduct.

- B. Investigation interplay with potential criminal conduct: If the subject of the investigation

may involve criminal conduct by an employee, that employee shall be given a Garrity Warning by the District prior to the initiation of any questioning related to the potential criminal conduct. In essence, a Garrity Warning: (1) advises the employee that he/she is entitled to the Constitutional right not to be compelled to criminally incriminate himself/herself; (2) warns the employee that the refusal to answer questions relating to his or her job or position will subject the employee to discipline, including discharge; and (3) any statements or information obtained by the District as a result of the employee's statements may not be used against the employee in any subsequent criminal proceeding, although the employee's statements may be used against the employee for District discipline purposes.

- C. Administrative Leave: At the discretion of the District, an employee may be placed on non-disciplinary paid or unpaid leave pending the outcome of any investigation initiated by the District.

### **3.20 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 School 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.

Each Food Service employee working 6 hours or more will be reimbursed for SNA membership and certification fees.

### **3.21 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, except that the District may refuse to hire or promote a person into a position when the position will report to an individual who is the spouse of the person considered for hire or promotion, or when the position will report to an individual with whom the person has a relationship by affinity or consanguinity. In addition, 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.

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

A. Allowances for Mileage Reimbursement:

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in the district office, and on district website. All mileage reimbursements shall be approved by administration prior to reimbursement payment being processed/paid.

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 supervisor(s) immediately of any driving citation or conviction of a traffic violation, including citations or convictions resulting from the operation of a personal 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.

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

D. Drivers: All drivers of motor vehicles owned by the District or drivers of any busing service used for the transportation of pupils shall be under written contract with the Board *See Wis. Stat § 121.52(2)*.

E. Personal Transportation Utilized for School Use:

1. Car Insurance: The District discourages employees from transporting students in their personal vehicles. Employees who do 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 written 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. Stat § 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 amount of one thousand dollars (\$1,000.00). 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.

### **3.23 Outside Employment**

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The Board of Education expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities

of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non –school employment. *See Board of Education Policy No. 539.1*

### **3.24 Personal Appearance/Staff Dress Code**

District employees are judged not only by their service but also by their appearance. It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene. Remember, to our students, parents and the public, employees represent the District. The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.

Appropriate safety gear shall also be worn at all times as deemed necessary. This includes appropriate footwear for employees who shall not wear open toed or slip-on shoes during regular work hours (e.g., custodial, cleaning, maintenance, transportation, and food service).

Food Service employees shall wear shirts approved by their supervisor, non-slip shoes, colored slacks or capris. No tight jeans or stretch pants/shorts are allowed.

### **3.25 Personal Property**

- A. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. This includes any potential damage occurring during a police search of district buildings and grounds. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.
- B. Search of Personal Effects: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law. (Note: See Section 3.35 for information on the search of district property.)

### **3.26 Personnel Files**

An employee shall have the right to review personnel documents, upon request and consistent with the timelines and content limitations specified in Wis. Stat. § 103.13, at least two times per calendar year, while in the presence of the District Administrator or his/her designee.

The employee is entitled to examine any personnel documents which are used or which have been used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, termination or other disciplinary action, and certain medical records. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those documents. 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 permitted to be reviewed pursuant to Wis. Stat. § 103.13 contained in the personnel file except those delineated in § 103.13(6), *Wisconsin Statutes*, upon payment of the cost for making such a copy. An employee who is involved in a current grievance against the District may designate in writing

a representative of the employee's union, collective bargaining unit or other designated representative to inspect the records which have a bearing on the resolution of the grievance.

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.**

If an employee requests copies of any items contained in their personnel file the items copied shall be documented and summarized with employee signing the summary indicating they received the copied items.

### **3.27 Personnel – Student Relations**

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

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

### **3.28 Physical Examination/Drug Testing**

- A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Freedom from tuberculosis in a communicable form is a condition of employment. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.
- B. Drug Testing: All applicants prior to starting employment or commencing a transfer shall take and pass a drug test. Cost of this test will be paid by the district at a clinic of Board of Education's choice.
- C. Fitness for Duty: The District may require a physical, drug test and/or mental examination at the expense of the District where the District has a reasonable doubt concerning the current ability of the employee to perform the duties of his or her job consistent with the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of being drug free and/or of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

### **3.29 Political Activity**

Employees are free to engage in political activity outside of work hours and to the extent that it does not adversely affect the performance of job duties, working relationships or District operations. When engaging in political activity or engaging in discussion of issues of public importance, employees are expected to ensure that their actions and positions are not attributed to the Employer. Employer resources may not be used for promoting a particular candidate or political party or for advocating a particular position on an issue that has become identified as the viewpoint of a particular candidate or party.

**Definition of "Employee Resources"**: Employees may not use employer resources for political

activities. Employer resources include office supplies, electronic equipment including e-mail, facsimile and photocopying machines, bulletin boards and other public spaces. (Use of bulletin boards requires authorization of the building principal and is off-limits to public use.)

**Definition of “Political” Activities:** Partisan “political” activities must be conducted independent of your role as an employee. The following guidelines are not exhaustive, but are intended to help in differentiating between those activities that may be viewed as harmful to workplace functioning and those activities that generally fall outside the “political” activities subject to employer restrictions and intervention. Employees are expected to avoid the following political activities:

- Using working hours or employer resources to solicit money or signatures or to make political contributions;
- Using non-work hours to solicit contributions, signatures or services from other employees who are on work time;
- Posting political materials in areas open to the public;
- Using the employer’s mailing address as the return address for political solicitations;
- Providing employer mailing lists to any individual or organization for political solicitations if this information is not generally available to the public. (Note: the use and distribution of employer mailing lists to outside parties always requires prior authorization including an assessment of whether fees should be charged to cover production costs);
- Providing a forum for an individual candidate to promote his or her campaign without giving an equal opportunity to other candidates, for the same office, to participate in the forum;
- Political advocacy in the form of clothing items, armbands and buttons that cause a disruption in operations and/or violate the rights of others including the right to be free from discrimination, harassment and intimidation in the workplace.

These guidelines are not intended to discourage discussion of controversial issues in the classroom, if and when such discussions are consistent with District curriculum guidelines and teaching methods.

This policy is not intended to limit the off-duty activities of employees where District buildings and property are made available to community groups for meetings and gatherings.

Nothing in this policy limits the rights of the District to sponsor non-partisan political forums or forums in support of District initiatives, such as building referendums. Nothing in this policy places restrictions on the District’s freedom to invite speakers with political associations to forums that are not open to the general public.

### **3.30 Position Descriptions**

Position descriptions are available for inspection for each District employee position or employee group as applicable.

### **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 recall from layoff within fourteen (14) calendar days of receipt of notice to do so [only applicable to employees where layoff rights are expressly provided for in other sections of this *Handbook*];
- F. the employee having been on layoff for twelve (12) consecutive months [only applicable to employees where layoff rights are 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 the *Handbook* and Board Policy.

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

The Student Code of Conduct and *Handbook* is available online at the school district's website: [www.lodi.k12.wi.us](http://www.lodi.k12.wi.us).

### **3.34 Employee (Whistleblower) Protection**

- A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.
- B. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.
- C. Anti-Retaliation: An employee is protected from retaliation only if the employee promptly brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body, any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

### **3.35 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, computers, electronic equipment, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked except as provided for under section 3.25, subsection B of the *Handbook*.

### **3.36 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.

### **3.37 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. Reporting Requirement: An employee shall report in writing all cases of accident or injury incurred in the performance of duties, on school property, or at school activities, to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken. Employees shall also report, in writing, each accident and/or injury involving a student, employee or school visitor that he/she witnesses. In addition, all employees are expected to report any unsafe practices or conditions affecting persons, property or equipment.
- C. Weapons Prohibition: Firearms and dangerous weapons are prohibited in all District buildings and in accordance with all applicable laws. Licensed peace officers who are serving in their official capacities are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: *Wis. Stat. §§ 119.25, 120.13(1), 941.235, 948.60, 948.605, 948.61.*
- D. Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

### 3.38 Violence/Bullying in the Workplace

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied, which may relate to the school environment, are prohibited. The District will not tolerate such conduct by its employees, members of the public, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement. ***See Board of Education Policy No. 411.1.***
- B. 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 3.36].
  9. Stalking.
  10. Any other act that a reasonable person would perceive as constituting a threat of violence.
- C. Reporting Procedure: An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
  2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible and complete the Workplace Violence Incident Report Form that is included in this *Handbook*. (See Appendix D)
  3. An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.
- D. Investigation and Investigation Findings: The District will investigate all complaints filed and may investigate other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited. In appropriate circumstances,

the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstance (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.

## **SECTION 4 GRIEVANCE PROCEDURE**

The District has adopted a grievance procedure to resolve grievances by employees concerning discipline, termination, and workplace safety. A copy of that policy is contained in Appendix D of this *Handbook*.

## **SECTION 5 PAY PERIODS**

### **5.01 Annualized Payroll Cycle**

- A. Staff who begin the fiscal year on leave, but do not have applicable leave available for such leave, payroll will be commensurate upon payment for actual work completed.
- B. Contracted Employees under §118.22 Wis. Statutes: The payroll cycle shall be on a ten (10) month basis and all employees (Regular Employees, Regular Full-time and Regular Part-time) scheduled to work as school year employees shall be placed on a twenty (20) payroll cycle. Teachers will be given an option to choose between 20 and 24 pays.
- C. Calendar Year Employees: All employees scheduled to work the calendar year will be placed on a twenty-four (24) payroll cycle.

### **5.02 Payroll Dates**

The payroll dates shall be on or before the 15<sup>th</sup> and the 30<sup>th</sup> of each month. The first pay date of the school year for school year contracted employees will be September 15<sup>th</sup>.

### **5.03 Direct Deposit Payment Method**

All employees shall participate in a direct payroll deposit plan. Direct deposit statements will be made available electronically in each Employee Access Account located on the school district's Data Management System. Direct deposit changes may be made after giving thirty (30) calendar days notice in writing. Each hourly employee shall, with each electronic payroll deposit slip, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each contracted employee shall, with each electronic payroll deposit slip, receive information on the employee's salary received.

### **5.04 Definitions for Payroll Purposes Only**

- A Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.
- C Pay Period: The pay periods shall begin on the 1<sup>st</sup> and 16<sup>th</sup> and end on the 15<sup>th</sup> and last day of each month.

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

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")

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

### **6.01 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 business 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 practical. The employee shall fill out an incident report form. The required form is attached as an appendix to this *Handbook* and is available from district office/payroll. (See Appendix D)

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

The employee will receive his/her worker's compensation payment. In addition, the District will provide district designated dental and health insurance contributions through the final day of the fiscal year the injury occurred in (fiscal year is July 1- June 30).

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

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

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

## **SECTION 7 SICK LEAVE**

### **7.01 Sick Leave Earned**

- A. Contracted Employees under §118.22 Wis. Statutes (Teachers): Each employee shall be credited with one (1) day of paid sick leave for each month of employment to a maximum of ten (10) days per contract year.
- B. Regular Employees and Regular Full-Time Employees: Each employee shall be credited one (1) day of paid sick leave for each month of employment to a maximum of twelve (12) per fiscal year.
- C. Crediting of Sick Leave: Sick leave though credited at the beginning of each fiscal year (July 1<sup>st</sup>) is vested only upon completion of the work year. Any employee terminated or resigning before the end of a work/contract year will be credited only with those days earned at the time employment is severed.
- D. Regular Part-time Employees: Regular part-time employees will receive sick leave credit on a pro-rated basis based upon percent (%) of a full-time 40 hour position.
- E. Instead of earning sick leave Food Service employees working less than 4 hours per day will be awarded a perfect attendance bonus of \$100.00 if not absent without pay for full school year (August 1<sup>st</sup> thru June 30<sup>th</sup>).

### **7.02 Sick Leave Accumulation**

Sick leave earned by full-time and part-time employees will accumulate to a maximum of 120 days. Sick leave donated by other employees under 7.03 C does not accumulate.

### **7.03 Sick Leave Use**

- A. Contracted employees under 118.22 (teachers) and 118.24: (Administrators/Directors/Specialists) shall use sick leave in half-day (0.5) increments. Hourly employees shall use sick leave in fifteen

(15) minute increments for any absence from work due to:

1. Personal illness or injury of the employee:
2. Up to ten (10) days per fiscal year may be used to care for the illness, injury or medical or dental appointments that cannot be scheduled outside of the employee's regular scheduled work hours for an employee's spouse, parents, members of their household, and their children.
3. Leave for the purpose of bone marrow or organ donation as required under Wisconsin Act 345.
4. Medical or dental appointments for any employee that cannot be scheduled outside of the employee's regularly scheduled work hours may be taken in 15 minute increments if assignment is covered by an internal substitute or no substitute is hired to cover time missed for the appointment.

B. Documentation.

- A. The district may require documentation from an employee, their spouse, parent, household member, or children's physician or other health care provider when:
  - a. Sick leave is taken for three (3) or more consecutive work days;
  - b. Sick leave is taken for five or more work days within a period of twenty (20) consecutive work days; or
  - c. The employee's supervisor has reasonable grounds to suspect abuse of sick leave.
- B. Documentation must either:
  - a. Describe the illness or injury such that the employee's supervisor can reasonably conclude the sick leave was warranted and, if the employee was personally ill or injured, that they can safely return to work: or
  - b. State that the employee was under the care of a physician or health care provider, that they were unable to work on the days the sick leave was taken, and if the employee was personally ill or injured, that they can safely return to work.
  - c. If the employee is unable to provide documentation from a physician or other health care provider, but the supervisor has reasonable grounds to conclude that the sick leave was warranted, the supervisor may approve the sick leave. A written justification must accompany the approval.
- C. When an employee is off work due to personal illness or illness in the family or medical emergency and has depleted or, based on the state of their illness, is expected to deplete all accumulated paid leave for the school year, the individual may:
  - Make a request to the district office (district administrator or his/her designee) for up to fifteen (15) days of sick leave, but not more than would be needed to make up the total number of unpaid days for the school year, to be donated by other district employees. A day of donated sick leave will be commensurate with the actual scheduled work day of the requesting employee. (e.g. a full-time employee day would be eight (8) hours whereas a part-time employee day could be two hours, four hours, five and one-half hours, etc.) The district office (district administrator or his/her designee) will notify district staff of the leave request, approve the leave donations, and document the number of leave days donated by each individual district staff member from their respective accumulated district leave bank total.
  - Up to an additional 15 days of sick leave, but not more than would be needed to make up the total number of unpaid days for the school year, can be donated from a spouse or domestic partner, when both are employed in the School District of Lodi, if an unexpected

emergency situation would arise. If additional days are needed beyond the 30 day cap, those individuals receiving the donated days will have the option of appearing before the Board of Education to ask for further consideration.

- Only Food Service staff, who currently earn sick leave, may make a donation request.
- The Board of Education or District Administrator if so designated will notify the individual of approval.
- The District Administrator will provide the Board with a list of employees who will be donating leave days.

Any donation of paid leave will not extend other benefits paid by the district that would normally expire without the donation.

- D. If an employee has requested paid leave on a day that there is a school cancellation, due to inclement weather or other school closing emergency, the employee will not have a leave deduction assessed to their accumulated sick leave bank. If the employee is on FMLA leave on a day of school cancellation a sick day deduction will be made from their accumulated sick leave bank unless the district requires the day to be made up. If the employee has returned from FMLA leave and is required to work on the designated make up day and does so, the deducted leave day will be restored to the employee's accumulated sick leave bank.

#### **7.04 Family Medical Leave**

The FMSA (29U.S.C. & 2612 (a)(1)(C) gives eligible employees the right to take up to twelve (12) weeks of leave within a twelve (12)month period in order to care for the spouse, or a son, daughter or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition. Medical and Family Leave will be granted in accordance with Federal Family Medical Leave Act provisions. In the event the employee does not have sufficient accrued leave or employment time to qualify for full leave under FMLA, the Board may approve a leave of absence without pay for a reasonable period of time. At the conclusion of such approval unpaid leave the employee will be reinstated. (See Appendix E – FMLA Leave Request Form.)

#### **7.05 Unused Sick Leave and Sick Leave Pay Out**

Employees whose accrued sick leave bank totals one hundred twenty (120) days or more at the beginning of a fiscal year (July 1<sup>st</sup>) will be paid \$15 per day of sick leave in excess of one hundred twenty (120) remaining at the end of the fiscal year in the final payroll (June 30th) of the year. Sick leave donated by other employees under 7.03 is not paid out.

#### **7.06 Sick Leave and Long-Term Disability**

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

#### **7.07 Overused Sick Leave**

If an employee were to leave the District prior to earning all the sick leave that he/she was credited, a sum equal to the sick leave days not earned will be deducted from the remaining compensation owed the individual employee. Deductions will be based on one (1) day of paid sick leave earned per month of employment, to a maximum of twelve (12) days per fiscal year.

#### **7.08 Reporting Procedure**

Except in emergency situations or situations beyond the control of the individual employee, an employee is required to call AESOP not less than ninety (90) minutes before his/her normal daily starting time of his/her need to be absent for one of the reasons stated above in 7.03.

#### **7.09 Holidays during Sick Leave**

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

## **SECTION 8 COURT ORDERED CIVIL LEAVE**

### **8.01 Jury Duty Leave/Court Ordered Leave**

Any employee required to serve jury duty or answer a subpoena will receive full pay for up to five (5) working days based on the employee's current salary and any compensation received by him/her with respect to serving jury duty, except for mileage, shall be provided within seven (7) days of receipt to the District. This leave will not be deducted from the employee's accumulated paid time off leave.

### **8.02 Employee Notice**

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

## **SECTION 9 BEREAVEMENT LEAVE**

### **9.01 Bereavement/Funeral Leave**

An employee shall be allowed up to five (5) days off to travel to, make preparations for, and attend a funeral and related services of a friend or family member. Such days shall be deducted from the employee's accumulated sick leave.

### **9.02 Additional Bereavement Leave**

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

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

Eligible part-time employees will receive bereavement leave on a pro-rated basis based upon their % of FTE or number of hours they are scheduled to work. The prorated amount shall be based on the assumption that a full-time employee works forty (40) hours per week.

### **9.04 Bereavement Leave Increments**

Bereavement leave shall be used in one half (0.5) day increments.

## **SECTION 10 PAID TIME OFF**

### **10.01 Paid Time Off**

- A. Contracted Employees under §118.22 Wis. Statutes (Teachers): Each employee shall be credited with three (3) days of paid time off per contract year. Paid time off must be approved in advance by the employee's immediate supervisor (Principal).
- B. Regular Employees and Regular Full-time Employees: Each employee shall be credited three (3) days of paid time off per year. Paid time off must be approved in advance by the employee's immediate supervisor. (Principal/Director)
- C. Regular Part-time Employees: Part-time employees shall be credited with paid time off on a pro-rated basis based upon the number of hours/% of a full time equivalency (FTE) they are employed. Paid time off day must be approved in advance by the employee's immediate supervisor. (Principal/Director)
- D. Paid time off is Non-Cumulative: An employee will be paid \$100.00 for each unused day of paid time off at the end of the contract year in the final payroll of the year. This payment is subject to all applicable payroll taxes. Payout will be pro-rated based on percent (%) of Full-time equivalency. Employee must complete full length of Board approved contract to be eligible for district PTO payment of unused time.



## **10.02 Paid Time off Restrictions**

- A. Paid time off shall not be requested on days which extend any district calendar vacation/break periods. School calendar vacation/break periods are defined as Labor Day, Memorial Day, Thanksgiving Break, Winter Break, Spring Break, and year-end dismissal. The district recognizes that situations may arise where scheduling of “once-in-a-lifetime” events or emergencies is out of an employee’s control. Paid time off may be requested for these “once-in-a-lifetime” events, and the request may or may not be approved at the discretion of the district administrator under the following guidelines:
  - The event is deemed to a “once in a lifetime” situation
  - The employee has paid time off available
  - The request is made at least sixty (60) days prior to the event.
  - The number of pre-arranged substitute requests for the day(s) does not exceed three (3). If the number of district pre-arranged substitute requests exceed the limit of three (3) the request will only be considered if pre-arranged coverage can be obtained for the day or days requested.
- B. Paid time off shall not be used to attend Association membership meetings, legislation rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the district.

## **10.03 Approval of Paid Time Off**

- A. Paid time off requests shall be made, in writing, to the appropriate employee supervisor as far in advance as possible, normally not less than five (5) days.
- B. The supervisor has the right to initially approve or not approve all requests including those indicated as “once in a lifetime” situations.
- C. No more than three (3) employees in the district may take paid time off on any day that school is in session unless the District Administrator grants approval to exceed as part of a “once in a lifetime” situation.
- D. No more than two (2) Food Service employees may be on paid time off in the district on any day.

## **10.04 Paid Time Off Increments**

Employees contracted under S118.22 or 118.24 shall use paid time off in half-day (0.5) increments, hourly employees shall use paid time off in fifteen (15) minute increments.

## **10.05 Late Start/Early Release – Paid Time Off Use**

If a late start or early release is implemented by the district non-exempt staff (excluding custodial/maintenance staff) at the request and approval of their supervisor (Principal/Director) can come into work or stay to complete their work assignment. If an employee does not work during the designated late start or early release time they will not be compensated for this time, but benefits will not be subject to the prorating of benefits rule.

## **SECTION 11 UNIFORMED SERVICES LEAVE**

### **11.01 Uniformed Service Leave of Absence**

Employees will be granted Uniformed Services Leave and Military Family Leave in accordance with the provisions of applicable state and federal law.

## **SECTION 12 UNPAID LEAVES OF ABSENCE**

### **12.01 Eligibility for Unpaid Leave:**

An employee including new hires must have exhausted or used all available paid leave to be eligible to apply for unpaid leave.

### **12.02 Application Procedures:**

All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least fifteen (15) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the Board of Education or if so designated the District Administrator and shall be granted or denied at their/his/her sole discretion. An employee cannot substitute unpaid leave for other leave time available (i.e. sick or paid time off). The unpaid leave of absence shall not exceed one (1) calendar year.

### **12.03 Benefits During Leave:**

1. Length of service and other benefits shall not accrue during an unpaid leave of absence.
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 prior to the first day of the month, the employee's insurance coverage shall be terminated.
3. During the approved unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the approved unpaid leave.

### **12.04 Sabbatical Leave:**

Employees who have served the district for a minimum of ten (10) years will be eligible to apply for sabbatical leave, taken in semester increments for up to one (1) year, for the purposes of professional development or study. Such leave shall require approval from the Board of Education and be submitted at least one (1) semester prior to the beginning of the leave. The employee on such leave shall not be eligible for any continuation of salary or paid benefits while on this leave, nor shall the employee accrue local experience.

### **12.05 Religious Holidays:**

The District shall allow absence from work without loss of pay for the purposes of observing religious holidays providing the doctrine of the employee's religion and the employee's religious convictions prohibit the employee from working on such holiday. It is further provided that the employee shall perform compensatory work as assigned by the District Administrator or her/his designee, during the school year in which the absence occurred. Failure to perform the compensatory work by the end of the school year shall result in a pay deduction.

### **12.06 Contract –Day Cancellations:**

On the day of pre-scheduled paid leave employees will not be assessed a deduction from accumulated paid leave (sick/PTO) if there is a contract-day cancellation. If there is a contract /work day cancellation, during an employee's extended leave (FMLA), there will be a deduction from accumulated leave unless the district requires the day to be made up. If the employee has returned from FMLA leave and is required to work on the designated make-up day and does so, the deducted leave day will be restored to the employee's accumulated sick leave bank. (Cross Reference: 7.03 – Sick Leave Use – Part D)

### **12.07 Placement Upon Return from Leave:**

The employee shall notify the Board of Education or District Administrator, if so designated, of the employee's intent to return to work at least seven (7) 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, if reasonable to do so, to a position equivalent in terms of percentage of contract

unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, which is applicable.

### **12.08 Unpaid Leave and Paid Time Off:**

A request for unpaid leave will only be honored if the employee is out of applicable leave and it does NOT extend a district calendar/break period per the restrictions on paid time off as specified in subsection 10.02.

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

### **13.01 Flexible Spending Account**

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

- A. Payment of insurance premium amounts (IRC § 106);
- B. Permitted medical expenses not covered by the insurance plan (IRC § 105), and
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.
- D. Eligible Employee: You are an "Eligible Employee" if you are employed by School District of Lodi or any affiliate who has adopted the Plan. However, you are not an "Eligible Employee" if you are any of the following:
  - A leased employee.
  - A non-resident alien who received no U.S. earned income
  - A part-time employee who is expected to work less than 20 hours per week.
  - Retirees

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

### **13.02 Liability Insurance**

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

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

- A. The Board agrees to contribute the employer's share. The employee is required 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.
- B. A new employee who was initially employed on or after July 1, 2011, who had no prior employment with a participating WRS employer would be evaluated under the eligibility requirements of:
  - a. Expected to work at least 880 hours for teachers and school district educational support personnel.

**And**

- b. Expected to be employed for at least one year (365 consecutive days, 366 in a leap year) from employee's date of hire.

- C. A new employee hired on or after July 1, 2011 who had any employment with a participating WRS employer prior to July 1, 2011, is evaluated under the old eligibility requirements of:
  - a. Expected to work 440 hours for teachers and school district educational support personnel.

**And**

- b. Expected to be employed for at least one year (365 consecutive days, 366 in leap year) from employee's date of hire.

#### **13.04 Alternate Benefit Plan (ABP) in Lieu of Health Insurance**

Employees who qualify for participation in the District's group health insurance plan but who choose not to participate in the district offered health insurance plan will receive a five hundred (\$500.00) payment in lieu of health insurance providing the employee completes a full contract and/or school calendar year. Notification of waiving insurance must be provided within thirty (30) days of contract or employment approval to district business office. Payment in lieu of insurance will be pro-rated based on employees FTE/percent of full-time employment.

- A. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an "open enrollment" opportunity to enroll in the group health insurance plan.
- B. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive compensation in lieu of the health insurance benefit. Where the District employs both spouses, either each spouse may elect to take a single plan or only one of the two may elect to participate in the family plan as previously defined in the *Handbook*. If one spouse takes the single plan and the other elects not to enroll in insurance, then he/she would be eligible for the cash in lieu of insurance benefit. If one spouse takes the family plan, then the remaining spouse is not eligible for the cash in lieu of insurance benefit.
- C. Employees eligible for insurance (as limited above) may annually choose, consistent with the terms of the Flexible Spending Account plan in Section 13.01 between:
  - 1. Participation in the District's health plan, with the premium payment specified in the applicable part of the *Handbook* covering such employees, or
  - 2. A payment equal to the amount listed in the applicable part of the *Handbook* covering such employees into the employees Section 125 plan. (\$500.00 for a full- time employee)
- D. Compensation: Part-time employees who are at least a .50 full-time equivalency (FTE)- who select the cash compensation shall receive a pro-rated amount of the District contribution based upon the part-time employee's percentage of full-time employment.
- E. The compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check.
- F. Beginning Eligibility Date for Alternative Benefit Plan Payments:
  - 1. New Employees: Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the plan prior to the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each plan benefit year (January 1). However, the District will use the same rule for contributions as for health insurance payments: if the employee's first date of active service is after the 15<sup>th</sup> of the month,

no ABP contributions are required in that month. If the employee's first date of active service is on the 1<sup>st</sup> through the 15<sup>th</sup> of the month, the district will contribute the payment.

2. Current Employees: Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception (such as an employee getting married, loss of spouse coverage, etc.), employees must make a written annual cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

### **13.05 COBRA Law Continuation of District Health Plan Participation**

Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and subsequent amendments to the Act, employees covered under an employer's group health care plan are eligible for continuation of health care coverage under the group plan upon the employee's termination (except for gross misconduct) or reduction in hours. COBRA regulations also allow the employee's spouse and covered dependents to elect continuation coverage upon the employee's death, divorce or legal separation, an employee's entitlement to Medicare, a dependent's loss of dependent status under family coverage, or the employer's filing of a bankruptcy proceeding.

All employees, as well as their qualified dependents, will receive notice of mandated insurance continuation benefits at the time of hire or whenever the plan coverage for the employee begins. If a qualifying event occurs, which entitles the employee and /or qualified dependents to continuation coverage, the plan administrator will notify the qualified beneficiaries of their right to elect continuation coverage. Unless otherwise agreed, continued participation is solely at the participant's expense. (See Appendix D)

### **13.06 Benefits Enrollment:**

The district shall have an open enrollment period for employee benefits between May 15 and June 15 for the following school year. During this period, eligible employees may enroll in or change their elections for District sponsored benefits.

Outside of the open enrollment period, employees may be eligible to enroll in or change their benefit elections due to qualifying events or other circumstances. Each carrier shall determine the conditions under which a benefit enrollment of change may occur, subject to the provisions of state and federal laws.

An employee may dis-enroll from any benefit at any time. The District shall not be liable for any consequences arising from an employee's decision to dis-enroll from a District sponsored benefit program.

## **SECTION 14 WORK STOPPAGE**

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

**PART II-STAFF WITH  
INDIVIDUAL CONTRACTS  
UNDER §118.22,  
PROFESSIONAL/EXEMPT NON-  
SUPERVISORY EMPLOYEES**

**Part II: Teachers and Guidance Counselors**

## **SECTION 1 INDIVIDUAL TEACHER CONTRACTS**

**1.01** Teachers will be issued individual contracts, which must be signed and returned by the teacher as required by Wisconsin statute.

The individual contract will include the following information:

- a. The number of days of employment.
- b. The salary which the teacher will be paid.
- c. The teacher's percentage of full-time equivalent (FTE)

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

### **2.01 Standard for Nonrenewal for Teachers**

Teachers employed in the District are subject to non-renewal pursuant to Wis. Stat. Sec. 118.22. No teacher will be non-renewed for arbitrary and capricious reasons. Arbitrary and capricious shall be defined as an action that is either so unreasonable as to be without rational basis or the result of unconsidered, willful, or irrational choice. Nothing in this provision shall be construed as applying Wis. Stat. S118.22 to part-time teachers.

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

- A. No teacher will be disciplined for arbitrary and capricious reasons. Arbitrary and capricious shall be defined as an action which is either so unreasonable as to be without rational basis or the result of unconsidered, willful or irrational choice. Discipline or termination should be based on :
  1. 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
  2. Reasonableness of the penalty: the particular discipline or termination imposed by the District must not be unreasonable.
- B. A teacher may be terminated during the year of the teacher's individual teacher contract for reasons that are "good and sufficient" as determined under Wisconsin common law governing individual teacher contracts.

### **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, the District shall advise the employee of his or her right to representation prior to the meeting. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District, until appropriate representation may be obtained. If the employee elects to waive his or her opportunity to meet the District may make its decision without conducting an employee meeting. Nothing in this provision prevents 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 materials.

## **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 full-time employees are expected to be at school are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period. The actual workday for each building shall be established by the Board.

Teaching is a salaried position and it is expected that time will be spent beyond the regular workday to complete required tasks including, but not limited to, student supervision, attending school-sponsored events such as field trips, open houses and graduation, and meeting with students, parents, community members and colleagues as necessary and as directed by the District.

Full-time teachers of grades EC-12 will be assigned 300-330 minutes per day or a maximum of 1,650 minutes per week of classroom instruction and other student contact assignments. The district may also assign teachers to other non-student contact duties during normal hours of work.

The administration will appoint subject to Board approval, the curriculum department and building level Chairperson. Compensation will be per co-curricular schedule.

### **3.02 Administratively Called Meetings**

Staff Meetings: Teachers attendance at staff meetings is considered as part of the teacher's professional responsibility. Administratively called meetings may begin thirty (30) minutes before the normal workday begins or go thirty (30) minutes later at the end of the normal work day. The administration shall provide two (2) day advance notices of all such meetings. A teacher may be excused from a meeting by the administrator in charge. Teachers so excused must take the responsibility to be briefed/informed on meeting proceedings.

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

Teachers are required to attend all mandatory administratively required school events. These events although not limited by enumeration, may be an open house, Parent-Teacher conferences, music programs or parent meetings that cannot be scheduled during the regular/normal work day.

### **3.04 Consultation with Parents**

Each teacher shall consult with parents so that parents recognize the important role they play in shaping the educational attitude of their children. Such consultation may be in the form of phone calls, progress reports, in person appointments in addition to the scheduled parent/teacher conferences. Teachers are expected to post weekly grade updates for parent review on the district student information system (i.e. Infinite Campus).

### **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 time necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements of the State of Wisconsin. Teachers shall not receive additional compensation in the event the District requires time to be made up with or without pupils.

### **3.06 School Calendar**

The school calendar shall be determined by the Board. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board. The normal contract calendar (excluding extended contract, co-curricular or extra daily assignments) for teacher's is one-hundred ninety (190) days/ one-hundred ninety-three (193) days for new teacher's to the School District of Lodi including three (3) paid holidays. (Memorial Day, Labor Day and Thanksgiving Day).

## **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 License Renewal and Professional Development**

The School District of Lodi encourages all staff members to set goals, to grow professionally, and to continually work to improve performance.

- A. **Department of Public Instruction- License Renewal:** All licensed staff are required to meet licensure requirements of the Wisconsin Department of Public Instruction and provide a copy of their current/valid license to the district.
- B. **Credit Reimbursement:** The Board of Education will reimburse a teacher up to maximum one hundred dollars (\$100.00) per undergraduate credit or up to one hundred twenty-five dollars (\$125.00) per graduate credit if the credits are administratively approved as part of the teacher's professional growth (compensation) plan. Requests for credit reimbursement must be accompanied with the receipt of payment in the amount being requested for reimbursement, an official grade report indicating the class has been completed and verification from supervising administrator/director that credit or credits were approved as part of a professional growth plan. Credits earned through National Board Certification process may also be approved as part of a professional growth plan and be reimbursed in the same manner.
- C. A total of two professional release days will be granted for any teacher in the process of actively pursuing National Board Certification.

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

#### **5.01 General Provisions**

The objective of supervision and evaluation of teachers shall be guidance and help provided in a positive way so that students are better educated. The School District of Lodi will follow the CESA6/ Educator Effectiveness Model with the following ancillary elements.

- A. Supervisory personnel shall conduct two (2) formal observations (one (1) announced and one (1) unannounced) of each teacher who is in his/her first three (3) years of teaching in the District. In addition to the two (2) formal observations supervisory personnel will conduct three unannounced (3) walk-through observations of each teacher who is in his/her first three (3) years of teaching in the District. All formal, informal, and walk-through observations will be completed by May 15<sup>th</sup>. On formal recommendation of administration a teacher may be moved to the three year professional growth cycle after their first or second year of teaching in the district.
- B. Supervisory personnel shall minimally complete two formal evaluations (one announced – one unannounced) in a three (3) year period for each teacher who has been in the system more than three (3) years. The evaluation process shall be completed by May 15<sup>th</sup>. In addition to the two (2) formal observations supervisory personnel will conduct one (1) unannounced walk-through observation of each teacher every year who has been in the system more than three (3) years.
- C. The two (2) formal evaluation observation visits shall last for a minimum of forty-five (45) minutes in length. The teacher's performance shall be evaluated using district defined criteria.
- D. By agreement between the teacher and the evaluator, the two formal evaluations mentioned in item A or B in this section can be replaced by six(6) walkthrough or mini-observations that are 15-20 minutes in length. The teacher's performance shall be evaluated using district defined criteria.

- E. The evaluator shall schedule a time to meet and discuss the evaluation “Observation/Formative Feedback Form” within ten (10) workdays. The teacher and the evaluator shall both acknowledge that they reviewed the “Formal Observation/Formative Feedback” form. Both the teacher and evaluator shall be able to make comments on the form and have copies of the form. If deficiencies are noted recommendations for improvement will be noted as part of the form.
- F. If deficiencies are noted and recommendations are offered for a “Performance Improvement Plan”, the teacher may request and will be granted a conference between herself/himself and the supervisor within ten (10) working days if possible. A written summary of the conference will be provided to the teacher as soon as practicable, but generally within ten (10) working days after the conference is held.
  - a. A teacher who is placed on a performance Improvement Plan (PIP) will have a minimum of one semester or equivalent of 90 contract days from the date of the PIP review with their supervisor to demonstrate progress toward meeting the defined PIP goals.
  - b. A teacher who is placed on a Performance Improvement Plan (PIP) will not be eligible for either district performance or professional growth compensation in their ensuing contract year. They will again become eligible for district performance and professional growth compensation if they successfully complete their PIP requirements and have been recommended for reinstatement to the district performance and professional growth compensation plan by their supervising principal or director.
- G. Teachers shall be given the opportunity to see any material that is placed in their files. The teachers will acknowledge in writing that they have read the material in the file by affixing their signature. The teachers shall have the right to respond in writing to any material placed in their files. Responses shall also be placed in the files.
- H. Teachers on an administrator evaluation cycle year will be required to submit their documentation log by April unless mutually agreed by both staff member/administrator to extend this due date deadline.
- I. Teacher surveys may be used as a means to improve classroom instruction. Administration may request that a teacher develop a student or parent survey and analyze the result for instructional or communication improvement purposes.
- I. Video recording may be used as a means to improve classroom instruction. Administration may request that a teacher do a classroom video of a minimum of 30 minutes to review and analyze for instructional improvement purposes.

## **5.02 Evaluators**

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee as determined by Administration. The administrator may be a certified building principal, assistant principal, District Administrator, assistant District Administrator, or any other individual designated at the discretion of the administrator. The administrator may be a District employee or a non-District employee.

## **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 of the District and/or his/her designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preferences 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. Consideration shall

be given to these requests, but the District Administrator retains full discretion to make assignments.

- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall normally be posted for a minimum of five (5) days.
- D. Process for Filling Vacancies: The District retains the right to select the most qualified applicant for any position. The term applicant refers to both internal candidates and external candidates for the position.
- E. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary, the District will transfer the employee at its discretion.

## **6.02 Teacher Absence and Substitutes**

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to call Automated Substitute Placement and Absence Management System (AESOP). If possible, such notification should be made the evening prior to the time of absence, or before 6:00 a.m. This will help to provide time for obtaining a substitute teacher.

## **6.03 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 by dividing their contract salary by the number of contracted days and multiplying the daily rate by the percent (%) of full-time equivalency and then multiply that number times the number of contracted days. Days may be scheduled in full or partial day increments.

## **6.04 Summer School Assignments**

All current teachers in the district may apply for summer school positions in the same manner as non-district teachers. Employees teaching summer school shall be given a summer school contract.

Teachers of summer school shall be paid at district academic rate for teaching time and for a 30 minute paid preparation time for each hour of class each day classes are in session, unless provided otherwise by the District. (See Appendix Part B– Co-Curricular, Athletic and Extra Co-Curricular)

Substitute Teacher will be paid for prep time if assigned teacher is absent for three or more days. Summer School Substitute Teachers will be paid the academic rate for number of hours worked as Substitute Teacher. Support/hourly summer school substitutes will be paid normal district substitute rate.

## **6.05 Part-Time Teachers and Overload Assignments**

For teachers with less than full-time contracts, the workloads and compensation shall be pro-rated according to the percentage of a full-time contract held by such teachers. The percentage of a full-time contract will be arrived at by comparing the number and/or percentage of Teaching Days of the part-time person with those of full-time people. Part-time teachers will be expected to attend the entire new Staff Orientation the year that they begin teaching in Lodi, Part-time teachers will attend a percentage of parent-teacher conferences, workdays, and in-service equivalent to the percentage of their contract. If requested to attend additional hours of conferences, work days, or in-service, part-time teachers shall be compensated according to the provisions of the Co-Curricular Activity Compensation section of this handbook.

The part-time equivalency will be determined by multiplying the hours per day at school (8) by the part-time FTE to determine the minimum/maximum assigned minutes of instruction per day. **NOTE**: Staff travel time between buildings in shared positions will be included in calculating min/max assigned minutes of Instruction per day. See sample table below as an illustration.

School District of Lodi  
FTE Calculations

Employee FTE	Number of Hours per Day at School (8 hours x FTE)	Min/Max Assigned Minutes of Instruction per Day (Min/Max x FTE)
1.0	8	300 to 330 minutes
.75	8 x .75 = 6	225 to 247.5 minutes
Employee FTE	Number of Hours per Day at School (8 hours x FTE)	Min/Max Assigned Minutes of Instruction per Day (Min/Max x FTE)
.7	8 x 7 = 5.6 5 hours & 36 minutes	210 to 231 minutes
.66	8 x .66 = 5.28 5 hours & 17 minutes	198 to 217.8 minutes
.27	8 x .27 = 2.16 2 hours & 10 minutes	81 to 89.1 minutes

**A teacher who is contracted to work an overload will be compensated on the number of minutes above the maximum assigned minutes of instruction per day based on their per diem.**

### 6.06 Job Sharing

The School District of Lodi believes that a job-sharing partnership may be beneficial in some cases for the district, staff and students. A “job sharing” is defined as a volunteer program, instituted by the District, to provide the opportunity for two employees to share a full-time equivalent position in the bargaining unit. A job-sharing partnership may be approved under the guidelines below:

- A. Proposal/Continuity of Educational Program: Two (2) current employees shall write and submit a proposal to their building principal on or before January 15<sup>th</sup>. If approved, the building principal will forward the proposal to the District Administrator by February 15<sup>th</sup>. The proposal will be presented to the Board of Education for approval at its regular March meeting. The proposal shall be resubmitted for the second year. Subsequent years will not require resubmissions of the proposal unless a substantial change is made in the FTE division of hours, etc. A comprehensive proposal shall include the division of hours (FTE/days): the plan for the consistency of curriculum, classroom rules and discipline; lesson plan development; report cards; the division of committee work; and as equal an amount of prep time as possible. The proposal should address the anticipated length of the agreement and termination provisions. Teachers must be certified and licensed to teach subjects/grade levels involved in the job share.

Job Sharing teachers would agree to return to work full time if the job-sharing partner could not complete the agreement for any reason and a suitable long-term substitute could not be hired.

Salary and Fringe Benefits: The district will not incur additional salary or fringe benefit costs resulting from an approved job sharing partnership. Job sharing partners agree that some meetings may require attendance without additional pay. Both teachers would be required to attend parent conferences, staff meetings, in-service, etc. Leave allocations would be pro-rated based on the FTE split.

- B. End of Agreement: A job sharing agreement is between the district and two (2) individuals. A new proposal would need to be submitted if the partnership is broken for any reason. In the event that a job share is discontinued, the district will give consideration to job-sharing individuals when filling vacant positions. The District does not guarantee that a position will be available at the termination of the job-sharing partnership.

## **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 (full layoff) or the number of hours in any full-time position (partial layoff), the provisions set forth in this section shall apply.

### **7.02 Notice of Reduction**

The District will provide notice of layoff in accordance with the timelines set forth in § 118.22, Wis. Stats. The layoff notice shall specify the effective date of the layoff, the right to a private conference under § 118.22, Wis. Stats and will refer the employee to the Reduction in Force provision in this *Handbook*. Nothing in this provision shall be construed as applying Wis. Stat Sec. 118.22 to part-time teachers.

### **7.03 Selection for Reduction**

The educational needs of the district will be the prime consideration in determining teaching staff reduction. The district educational needs will be identified and determined by administration through normal channel in accord with its constituted authority. The following guidelines will be used in conjunction with the educational needs of the district to determine employees to be laid off.

- A. Attrition: Normal attrition resulting from employee retirements or resignation will be relied on the extent that is administratively feasible to reducing staff.
- B. Voluntary Layoff: Volunteers will be considered for layoff. A request for volunteers will be sent to all certified teaching staff. If a certified teacher does volunteer for layoff, he/she will be afforded all rights of a laid off employee under this handbook article.
- C. Staff Certification: Administration will review staff certification, skills and training background to determine how to best meet district educational needs.
- D. Performance: Unsatisfactory performance will be used to determine employee layoff. Unsatisfactory performance is defined as being placed on a Professional Improvement Plan for two consecutive semesters.
- E. Years of Service: Years of service is defined as the calendar years of service to the School District of Lodi commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating years of service.
  - 1. Years of Service: The district will annually produce and distribute a years of service list by October 1<sup>st</sup>. Employees will have until October 15<sup>th</sup> after distribution of the years of service list to raise any questions regarding their years of service record or the district list will be deemed correct from the at point forward.
- F. Layoff and Rehiring: The rehiring of teachers who have been laid off will be determined by district educational needs. A teacher who has been partially or fully laid off may be recalled up to a period of one (1) year after the effective date of the layoff. If recalled and the teacher refused the recall all layoff rights terminate with the recall refusal

### **7.04 Insurance Benefits Following Layoff**

Please see Part I, Section 13, COBRA subsection 13.05 for a full explanation of insurance continuation options.

### **7.05 Accrued Benefits**

Laid off teachers shall suffer no loss of sick leave or any other accrued benefits if recalled. Sick leave days and other leave time shall not accrue while a teacher is on full layoff status.

Rejection of an offer of recall shall terminate the teacher's employment with the district as well as any accrued benefits of the teacher.

## **7.06 Other Employment During Layoff**

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

## **SECTION 8 INSURANCES**

### **8.01 Dental Insurance**

Teachers who are at least a .5 full-time equivalency (FTE) and who meet the dental insurer's eligibility requirements shall be eligible to participate in the group dental insurance plan provided by the Board. The insurance carrier(s), programs(s), and coverages will be selected and determined by the Board.

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

1. **Minimum Hours for Eligibility:** 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 are not limited to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc.
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 first day of the month after the employee's first day of employment and continue provided employment with the District continues during such period. The insurance benefits described in this *Handbook* terminate according to the following schedule:

1. If a teacher resigns or is terminated during the term of his/her individual contract, District coverage shall cease on the last day of the month that the resignation or termination becomes effective.
2. If a teacher resigns or is terminated after completing the school year, his/her insurance benefits shall terminate as of August 31.
3. If a teacher retires at the end of the contracted year dental insurance will terminate at the end of the plan year. If a teacher retires mid-year dental insurance will terminate at the end of their last employment month.

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

1. **Single Coverage:** For teachers who are at least 0.75 FTE and eligible for and select single coverage, the District shall pay 100% of the single premium. Teachers between 0.5 and 0.74 FTE shall have the District's contribution prorated.
2. **Family Coverage:** For teachers who are at least 0.75 FTE and eligible for the select family coverage, the District shall pay 100% of the family premium. Teachers between 0.5 and 0.74 FTE shall have the District's contribution prorated.

### **8.02 Health Insurance**

Teachers who are at least .50 FTE and who meet the health insurer's eligibility requirements shall be eligible to participate in the group health insurance plan provided by the Board. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for Eligibility: 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 are not limited to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc.
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 each spouse:
  - a. Coverage under one family plan; or
  - b. Two single plans.

B. Commencement and Termination of Benefits: Coverage will commence on the first day of the month after the employee's first day of employment and continue provided employment with the District continues during such period. The insurance benefits described in this *Handbook* terminate according to the following schedule:

1. If a teacher resigns or is terminated during the term of his/her individual contract, District coverage shall cease on the last day of the month in which the resignation or termination becomes effective.
2. If a teacher resigns or is terminated after completing the school year, his/her insurance benefits shall terminate as of August 31.
3. If a teacher retires at the end of a contract year health insurance will terminate at the end of the plan year. If a teacher retires mid-year. If a teacher retires mid-year health insurance will terminate at the end of their last employment month.

C. Premium Contributions:

1. Single Coverage: For teachers who are at least 0.75 FTE and eligible for and select single coverage, the District shall pay no more than \$7,200 of the single premium. Teachers between 0.5 and 0.74 FTE shall have the District's contribution prorated consistent with the teacher's percentage of employment.
- A. Family Coverage: For teachers who are at least 0.75 FTE and eligible for the select family coverage, the District shall pay no more than \$16,200 of the family premium. Teachers between 0.5 and 0.74 FTE shall have the District's contribution prorated consistent with the teacher's percentage of employment.

### **8.03 Life Insurance**

Teachers who are at least a .50 FTE and who meet the life insurer's eligibility requirements shall be eligible/required to participate in the group life insurance plan provided by the Board. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

- A. Minimum Hours for Eligibility: 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.
- B. Commencement and Termination of Benefits: Coverage will commence on the first day of the month after the employee's first day of employment and continue provided employment with the District continues during such period. The life insurance benefits described in this *Handbook* shall

cease at the end of the month in which a teacher's resignation or termination is effective.

Premium Contributions: The District shall pay 100% of the monthly premium toward the cost of a group term life insurance policy up to a maximum \$50,000 coverage limit. Part-time teachers shall have the District's contribution prorated consistent with the teacher's percentage of employment.

#### **8.04 Long-term Disability**

Teachers who are at least a .50 FTE and who meet the long-term disability insurer's eligibility requirements shall be eligible/required to participate in the group long-term disability insurance plan provided by the Board. The insurance carrier(s), programs(s), and coverages will be selected and determined by the Board.

- A. To meet our definition of disability, you must not be able to engage in any substantial gainful activity (GA) because of a medically-determinable physical or mental impairment(s)
  - The is expected to result in death, of
  - That has lasted or is expected to last for continuous period of at least 12 months.
  - The employee has the right to apply for long term disability as the provider determines who is or is not eligible.
- B. Minimum Hours for Eligibility: 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.
- C. Commencement and Termination of Benefits: Coverage will commence on the first day of the month after the employee's first day of employment and continue provided employment with the District continues during such period. The long-term disability insurance benefits described in this *Handbook* terminate according to the following schedule:
  - 1. If a teacher resigns or is terminated during the term of his/her individual contract, District coverage shall cease on the last day of the month in which the resignation or termination becomes effective.
  - 2. If a teacher resigns or is terminated after completing the school year, his/her long-term disability insurance benefits shall terminate on the last eligible district payroll date.
- D. Premium Contributions: The District shall pay 100% of the premium toward the cost of long-term disability insurance up to a maximum premium of 0.5% of salary.

### **SECTION 9 RESIGNATION FROM EMPLOYMENT**

**9.01** Employees are subject to the resignation provision and liquidated damages as outlined in the district teacher contract. (See **Appendix C – Teacher Contract**)

### **SECTION 10 SEVERANCE PAY**

**10.01** Upon severance from the district, and after a minimum of fifteen (15) years' service to the district, teachers shall be eligible for severance pay. A retiring teacher shall be paid \$20.00 per day for all accumulated sick leave; a teacher leaving the district before retirement shall be paid \$10.00 per day for all accumulated sick leave.

### **SECTION 11 POST-EMPLOYMENT BENEFITS**

#### **11.01 Unused Sick Leave and Sick Leave Pay Out**

Unused sick leave is cumulative to a total of one hundred twenty (120) days.



Teachers whose accrued sick leave totals less than one hundred twenty (120) days at the beginning of the year and who have not used sick leave that year will receive a payment of one-hundred (\$100.00) in the final payroll of the year. This payment is subject to all applicable payroll taxes.

Teachers whose accrued sick leave totals one hundred twenty (120) days or more at the beginning of the year will be paid fifteen dollars (\$15) per day of sick leave in excess of one hundred twenty (120) days remaining at the end of the year in the final payroll of the year. This payment is subject to all applicable payroll taxes.

## **11.02 Post-Employment Benefits**

- A. Any teacher, hired before July 1, 2012, who is a minimum age of fifty-seven (57) and has sixteen (16) years of service in the District, may be eligible for the benefit in Paragraph C., below, subject to Board approval.
- B. Written application for retirement must be submitted on or before February 1 for a teacher who wishes to voluntarily retire at the end of the school year or at the end of the first semester of the following school year. The application shall be submitted to the Board for approval, and the Board may accept or reject any application for retirement.
- C. Teachers who, on or after July 1, 2012, are eligible for and approved for retirement pursuant to paragraphs A and B above, shall receive the following benefit, as applicable.
  - 1. Teachers hired on or before July 1, 1993, and who have completed a full-time equivalency (1.0 FTE) for each of the three years prior to retirement, shall receive an annual contribution of six thousand dollars (\$6,000) for five (5) years into a district-sponsored 403(b). Teachers hired during the time period above, but who have not completed a full-time equivalency (1.0 FTE) for each of the three years prior to retirement, shall receive for five years an annual contribution into a district-sponsored 403(b), and this annual contribution will be pro-rated based on the average FTE for the teacher for the three years prior to retirement.
  - 2. Teachers hired on or before July 1, 1998, but after July 1, 1993, and who have completed a full-time equivalency (1.0 FTE) for each of the three years prior to retirement, shall receive an annual contribution of five thousand dollars (\$5,000) for five (5) years into a district-sponsored 403(b). Teachers hired during the time period above, but who have not completed a full-time equivalency (1.0 FTE) for each of the three years prior to retirement, shall receive for five years an annual contribution into a district-sponsored 403(b), and this annual contribution will be pro-rated based on the average FTE for the teacher for the three years prior to retirement.
  - 3. Teachers hired on or before July 1, 2003, but after July 1, 1998, and have completed a full-time equivalency (1.0 FTE) for each of the three years prior to retirement, shall receive an annual contribution of four thousand dollars (\$4,000) for five (5) years into a district-sponsored 403(b). Teachers hired during the time period above, but who have not completed a full-time equivalency (1.0 FTE) for each of the three years prior to retirement, shall receive for five years an annual contribution into a district-sponsored 403(b), and this annual contribution will be pro-rated based on the average FTE for the teacher for the three years prior to retirement.
  - 4. Teachers hired on or before July 1, 2008, but after July 1, 2003, and who have completed a full-time equivalency (1.0 FTE) for each of the three years prior to retirement, shall receive an annual contribution of three thousand dollars (\$3,000) for five (5) years into a district-sponsored 403(b). Teachers hired during the time period above, but who have not completed a full-time equivalency (1.0 FTE) for each of the three years prior to retirement, shall receive for five years an annual contribution into a district-sponsored 403(b), and this annual contribution will be pro-rated based on the average FTE for the teacher for the three years prior to retirement.

5. Teachers hired before July 1, 2012, but after July 1, 2008, and who have completed a full-time equivalency (1.0 FTE) for each of the three years prior to retirement, shall receive an annual contribution of two thousand dollars (\$2,000) for five (5) years into a district-sponsored 403(b). Teachers hired during the time period above, but who have not completed a full-time equivalency (1.0 FTE) for each of the three years prior to retirement, shall receive for five years an annual contribution into a district-sponsored 403(b), and this annual contribution will be pro-rated based on the average FTE for the teacher for the three years prior to retirement.
6. Teachers hired on or after July 1, 2012, are not eligible for a district-sponsored 403(b) benefit.
7. Disbursement Plan: the district will submit an annual payment to the 403(b) administrator within 30 days after successful completion of the remaining period prior to retirement and around the same date each following year until the benefit has been paid in full.
8. If the retired teacher dies before all contributions to the 403(b) plan have been made as provided above, the District shall make in one lump sum all remaining 403(b) contributions before the end of the month in which the retired teacher dies, subject to applicable contribution limits. Under IRS regulations no contributions to the 403(b) plan may be made after the month in which the retired teacher dies and no such contributions shall be made. It is the responsibility of the retired teacher's family to notify the District of the retired teacher's death.

*The additional terms and conditions of the 403(b) are provided in the 403(b) Plan document. The Board in its sole discretion shall select the administrator of the 403(b) and may make any amendments to the 403(b) Plan that are not consistent with this section.*

- D. All teachers (including those hired on or after July 1, 2012) shall receive a contribution to a district-sponsored Health Reimbursement Arrangement (HRA) in the amount of seven hundred and fifty dollars (\$750) for each year of completed service in the District beginning with the 2012-2013 school year. Deposits shall be made on an annual basis within thirty (30) days after the successful completion of each year. Upon retirement, teachers may use the HRA contributions only to pay for health insurance premiums. Part-time employees who work less than thirty (30) hours per week will receive a prorated portion of this annual contribution. *Teachers will be eligible to receive this benefit only after reaching age fifty-seven (57) and completing seven (7) years of employment with the District and upon retirement, subject to application and approval by the Board, as provided in paragraph B above.* If the retired teacher dies leaving a balance in his/her HRA, the surviving spouse of the retired teacher may continue to submit for reimbursement for health insurance premiums paid by the surviving spouse for the surviving spouse until the HRA balance is exhausted or until the surviving spouse's death, whichever comes first.

**PART III-**  
**Non-EXEMPT Staff without**  
**individual contracts under §**  
**118.22, WIS. Stats. Or § 118.24,**  
**Wis. Stats.**

**PART III- SUPPORT STAFF: DISTRICT OFFICE STAFF, EDUCATIONAL  
ASSISTANTS, ADMINISTRATIVE ASSISTANTS, FOOD SERVICE AND  
CUSTODIANS/ MAINTENANCE**

## **SECTION 1 DISCIPLINE AND DISCHARGE**

### **1.01 Representation**

In the event any employee is called to a meeting with representatives of the District for the purposes of issuing discipline or discharge, or for the purpose of investigating circumstances that may lead to discipline or discharge, the District shall advise the employee of his or her right to representation prior to the meeting. In the event the employee chooses to have representation, the meeting shall be delayed until appropriate Association representation may be obtained. No employee will be terminated for arbitrary or capricious reasons. Arbitrary and capricious shall be defined as an action that is either so unreasonable as to be without rational basis or the result of unconsidered, willful, or irrational choice. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

### **1.02 Disciplinary Materials**

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

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

### **2.01 Building Administrative Assistants**

All building Administrative Assistants who work on a two hundred (200) day contract will have benefits awarded and calculated on the 200 day schedule. The 200-day schedule will be determined by their principal/supervisor. The school year for an Administrative Assistant will be scheduled as a continuous block of time starting before the first day of the fall semester and ending after the spring semester. Leave will need to be taken for scheduled days not worked as part of their 200-day approved calendar/work schedule.

Summer work may be assigned beyond the minimum 200 –day schedule. Summer work will be mutually arranged by the employee and their principal/supervisor to work beyond an Administrative Assistant's 200-day schedule.

### **2.02 Letter of Appointment**

Each employee typically shall be issued an annual letter of appointment that shall be consistent with, but subservient to, this *Handbook* and Board policy, on or before June 30<sup>th</sup> of each fiscal 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 assignment 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 layoff. In the case of a change of assignment, the employee shall be provided with at least fourteen (14) calendar days notice of the change of assignment, if practicable, as determined by the administration.

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

A regular full-time workday is eight (8) hours, excluding lunchtime. Because of different schedule requirements, employees' starting, lunch, and finishing times may vary in different assignments and locations. An employee's immediate supervisor will schedule working hours, break periods, and lunch periods. The District reserves the right to establish work schedules that best serve the instructional and approved community use functions in the District's buildings.

### **2.04 Regular Work Week**

A regular work week is forty (40) hours or less. 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.

## **2.05 Part-time Employees**

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

## **2.06 Additional Hours and Overtime – Approval and Assignment**

- A. Approval: In order for an employee to work beyond his or her regularly scheduled hours in any week, prior approval must be obtained from the immediate supervisor.  
Any exception to this policy requires the review and approval of the employee's immediate supervisor/administration.
- B. Assignment: Non-emergency scheduled overtime assignments will usually 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.
- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. All overtime must be approved for payment by a supervisor's signature on the employee's time card. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.
- D. Additional hours and overtime approval and assignment for food service activities: Work schedules for activities and special occasions outside of the regularly scheduled work hours will be assigned by the Food Service Director and will be paid at the employee's regular hourly rate.

## **2.07 Lunch Period**

- A. Regular employees who work five and three quarters to six (5.75 - 6) hours or more per day will be entitled to a duty free, unpaid thirty (30) minute lunch period.
- B. Food Service employees who work five (5) or more hours per day will be entitled to a duty free, unpaid thirty (30) minute lunch period or paid fifteen (15) minute break as scheduled by the Food Service Director.

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

Time sheets or an electronic time card system shall be used by all employees. Time sheets or electronic time cards are due in the payroll office on the 16<sup>th</sup> and one day after the last day of the month. Regular time and overtime submitted on the 16<sup>th</sup> will be paid on the 30<sup>th</sup> of the month. Regular and overtime submitted at the end of the month will be paid on the 15<sup>th</sup> of the following month.

## **2.09 Emergency School Closing**

- A. Full-time custodians/maintenance staff to work their regularly scheduled hours unless an alternate schedule is determined by administration.
- B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District, but work may be available as scheduled by administration. Any employee not at work when school is closed for an emergency shall not be paid for that day. Employees shall be required to make days up in the event that the District schedules make-up days.

If an administrative assistant, educational assistant or other non-exempt staff member (non-exempt means not a teacher, director, specialist, administrator, or an employee with an individual district contract) has paid time off (PTO) time available they can submit to use a maximum of 2 days of PTO time to

be paid for a day when school is closed due to inclement weather or other emergency that causes school to be closed. The employee must have PTO time available to exercise this option. Sick leave cannot be substituted or used by an employee to be paid when school is closed due to inclement weather or other emergency that causes school to be closed. Employees will be expected to work on days scheduled to make up required DPI hours of instruction as scheduled by the district.

Non-exempt staff who do not report to work and who do not use available PTO time due to a school closure situation will not be paid (unpaid) for the day. The unpaid time will not be subject to the prorating of benefits rule.

- C. If employees report to work and a decision to close schools is made after that time, those employees will only be paid for the actual hours worked.
- D. If possible district office staff will report to work when school is closed due to inclement weather or situation beyond the control of the district.

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

### **3.01 Reasons for Layoff**

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

### **3.02 Layoff Notices**

The District will give at least thirty (30) calendar days notice of layoff, if practicable. The layoff notice shall specify the effective date of layoff, that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address, contact information and it will refer the employee to the Reduction in Force provision in this *Handbook*.

### **3.03 Selection for Reduction**

The needs of the district will be the prime consideration in determining staff reduction. The district needs will be identified and determined by administration through normal channel in accord with its constituted authority. The following guidelines will be used in conjunction with the district needs to determine employees to be laid off.

- A. Attrition: Normal attrition resulting from employee retirements or resignation will be relied on the extent that is administratively feasible to reducing staff.
- B. Voluntary Layoff: Volunteers will be considered for layoff. A request for volunteers will be sent to all support staff. If an employee does volunteer for layoff, he/she will be afforded all rights of a laid off employee under this handbook article.
- C. Staff Skills and Training: Administration will review staff skills and training background to determine how to best meet district needs.
- D. Performance: Unsatisfactory performance will be used to determine employee layoff. Unsatisfactory performance is defined as being placed on a Professional Improvement Plan for two consecutive semesters as a result of not meeting the improvement goals of an individual Professional Improvement Plan.
- E. Years of Service: Years of service is defined as the calendar years of service to the School District of Lodi commencing on the most recent date of hire within the affected labor group (i.e. Food Service or Lodi Educational Support Staff – LESA or District Office). No distinction will be made between full-time and part-time employees in calculating years of service.

1. Years of Service: The district will annually produce and distribute a years of service list by October 1<sup>st</sup>. Employees will have until October 15<sup>th</sup> after distribution of the years of service list to raise any questions regarding their years of service record or the district list will be deemed correct from the at point forward.
- F. Layoff and Rehiring: The rehiring of staff that has been laid off will be determined by district needs. An employee who has been partially or fully laid off may be recalled up to a period of one (1) year after the effective date of the layoff. If recalled and the employee refuses the recall all layoff rights terminate with the recall refusal.

### **3.04 Reduction in Hours**

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

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

Please see Part I, Section 13 COBRA, subsection 13.05 for an explanation of insurance continuation options.

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

Laid-off employees shall suffer no loss of sick leave, vacation or any other accrued benefits if recalled. Sick leave days and vacation time shall not accrue while an employee is on full layoff status. Rejection of an offer of recall shall terminate the employee's employment with the District as well as any accrued benefits of the employee.

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

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

### **3.08 Termination of Contract.**

The termination of employment initiated by the employer shall be submitted in written form thirty (30) days prior to termination date except where a continuation of employment would not be in the best interest of the children of this district.

### **3.09 Severance Pay**

- A. Support Staff (Educational Assistants, Administrative Assistants, Custodial and Maintenance)  
Upon severance from the district, and after a minimum of five (5) years service to the District, a retiring employee shall be paid \$6.00 per hour for all unused accumulated sick leave; an employee leaving the District before retirement shall receive \$3.50 per hour for all unused accumulated sick leave. For the purpose of severance, retiring shall be defined as when the employee is 55 years of age or greater. Employees who are terminated for cause shall not be eligible for this benefit. Unused personal days are not paid out upon severance.
- B. District Office Support Staff: After six (6) years of contracted service to the district, a support staff leaving the district will be compensated for all accumulated sick days at a rate of 50% of the current hourly rate at the time of retirement, and 25% of the current hourly rate if employment ceases prior to retirement.
- C. Food Service Staff: After fifteen (15) years of contracted service to the district, an employee leaving the district will be compensated for all accumulated sick days up to one hundred twenty (120) days. These days will be paid at the rate of \$20.00 per day at the time of retirement (at age 55 or older), and \$10.00 per day if employment ceases prior to retirement. These daily rates will be paid to full-time employees, those working six (6) hours or more per day in their last contract year. Part-time employees (working less than six (6) hours per day) will receive a proration of these rates based upon the average number of hours worked in the last contracted year.

- D. Voluntary Quit: An employee who is resigning from her/his position will give (2) two weeks written notice to the school district. Those employees who resign without the (2) two weeks written notice to the district will receive no vacation or severance pay.

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

### **4.01 Job Posting**

When a position becomes vacant or a new position is created, notice of such available posting will normally be posted internally and/or externally for a minimum of five (5) working days. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.

### **4.02 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.

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

The District retains the right to select the most qualified applicant for any position based upon qualifications directly related to the actual duties of the position (this 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.

### **4.04 Physical Examination/Drug Testing**

- A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Freedom from tuberculosis in a communicable form is a condition of employment. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.
- B. Drug Testing: All applicants prior to starting employment or commencing a transfer shall take and pass a drug test. Cost of this test will be paid by the district at a clinic of the Board of Education's choice.
- C. Fitness of Duty: The District may require a physical, drug test and /or mental examination at the expense of the District where the District has a reasonable doubt concerning the current ability of the employee to perform the duties of his or her job consistent with the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of being drug free and/ or of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

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

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

### **4.06 Involuntary Transfers**

When the District determines that an involuntary transfer of an employee is necessary, the District reserves the right to transfer an employee in the District qualified for the position.

## **SECTION 5 PAID VACATIONS**

### **5.01 Notice**

Employees can review their available vacation hours on the district employee access (Skyward). New employees to the district who are granted contracted vacation time will have their vacation time posted at the



beginning of their employment with the district. However, vacation days, during the first year of employment, are vested with the employee on a monthly pro-rated basis until the first full-year of service/employment in the School District of Lodi has been completed. See Section 5.04 for additional clarification on payment of vacation time if a first year employee quits or is terminated prior to completing their first full year of employment.

## 5.02 Eligible Employees

Non-exempt employees employed in the district prior to July 1, 2012 will receive no reduction in current earned vacation time. Current and future employees, after July 1, 2012, will earn vacations according to the following chart:

	Length of service	Days granted
260 Day Employee	Less than twelve (12) months <i>(hired after July 1<sup>st</sup>)</i>	One (1) day will be credited after for each full two (2) months of employment
	After twelve (12) months	10 days
	After ten (10) years	15 days
	After fifteen (15) years	20 days
	After twenty (20) years	25 days
240 – 259 Day Employee	1-4 years	3 days
	5-9 years	4 days
	10+ years	5 days
220-239 Day Employee	1-4 years	2 days
	5-9 years	3 days
	10+ years	4 days

Vacation allocations are prorated based on the percentage of full-time equivalency (FTE) as stated on the employee's letter of appointment with the District, as well as their start date.

## 5.03 Schedule of Vacation

Vacation time may be taken in full days or in shorter increments of not less than one hour if arranged with and approved by the immediate supervisor. Request 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 shall be approved by the District Administrator and/or his/her designee.

## 5.04 Payment upon Termination/Transfer to a Position

Any employee who terminates his or her employment for any reason, with two (2) weeks written notice, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in his or her vacation day accumulation bank. Any employee who resigns without written two (2) weeks notice to district will not receive vacation pay.

If an employee quits or is terminated during his/her first twelve (12) months of employment in the District, the employee will not receive accrued vacation pay.

# SECTION 6 HOLIDAYS

## 6.01 Holidays Defined

A paid holiday is a day off with pay for the number of hours the regular employee normally works. The following table denotes paid holidays with an “x” for the three separate employee groups: 1-239 day employees, 240-259 day employees, and 260 day employees.

	1-219 Day Employee	220-239 Day Employee	240 – 259 Day Employee	260 Day Employee
July 4 <sup>th</sup>		X	X	X
Labor Day	X	X	X	X
Thanksgiving	X	X	X	X
Friday following Thanksgiving	X	X	X	X
Day preceding Christmas				X
Christmas Day			X	X
Day following Christmas				X
Day preceding New Year's Day				X
New Year's Day			X	X
Good Friday			X	X
Memorial Day	X	X	X	X

Paid Holidays are subject to the following conditions:

1. Such holidays will be reimbursed only for the employee's actual work hours scheduled for that day.
2. Employees on unpaid leave are not eligible to receive payment for holidays during the unpaid leave time.

### **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 Christmas Day falls on a Sunday it will be observed the following Monday and the day following Christmas will be observed the following Tuesday.

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

If any of the holidays listed 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 Eligibility for Holiday**

In order to be eligible for holiday pay, an employee must work the employee's scheduled workday immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by the District Administrator and/or his/her designee.

## **SECTION 7 JOB RELATED TRAINING AND LICENSURE**

### **7.01 In-Service Training**

The District within its discretion may provide appropriate paid inservice training to each employee.

## **SECTION 8 EMPLOYEE EVALUATION**

### **8.01 Probation Period**

An employee shall be considered a probationary employee during his/her initial nine (9) months of employment with the district. After nine (9) months employment with the district, the employee shall be considered a non-probationary employee.

## **8.02 Evaluation**

The primary purpose of evaluation is to provide continuous improvement in the quality of service to the community/students/staff of the District and to maintain a competent highly qualified staff. Each employee during their assigned evaluation year cycle, must meet the district defined minimum evaluation requirements as outlined in Appendix A – Part II Non-Exempt Staff without individual contracts under s118.22 or s118.24 Wisconsin Statutes in order to be eligible for any district approved base wage increase during their ensuing year of employment with the district.

## **8.03 Procedures and Instruments**

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

## **8.04 Frequency**

The frequency of evaluations shall be established at the discretion of the Board. In general, employees will be evaluated at least two (2) times during their first year of employment with the District.

## **8.05 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 to acknowledge receipt of the same.

## **8.06 Comments, Disputes**

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

## **8.07 Evaluators**

The District shall have the sole right to determine whether or not employees shall be evaluated and by which supervisory personnel.

## **8.08 Eligibility for Professional Growth Compensation**

All employees are expected and encouraged to engage in professional growth activities within their respective job classification. To be eligible for district professional growth compensation an employee must establish an administrative approved professional growth plan goals and satisfactory meet their professional growth plan goals as outlined in Appendix A – Part II – Non-Exempt Staff without Individual Contracts under s118.22 or s118.24 Wisconsin Statutes.

# **SECTION 9 RESIGNATION FROM EMPLOYMENT**

## **9.01 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 on the last day of district paid up insurance coverage after the resignation is effective.

# **SECTION 10 INSURANCES**

## **10.01 Dental Insurance**

Employees who work 30 hours of a full time equivalency 40 hours and who meet the dental insurance carrier's eligibility requirements shall be eligible to participate in the group dental insurance plan provided by the Board. The insurance carrier(s), program(s), coverage(s) will be selected and determined by the Board.

### **A. Eligibility:**

1. **Minimum Hours for Eligibility:** Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

3. If the employee retires at the end of the contracted year dental insurance will terminate at the end of the plan year. If the employee retires mid-year dental insurance will terminate at the end of their last employment month.
- B. Commencement and Termination of Benefits: Coverage will commence on the first day of the month after the employee's first day of employment and continue as long as the employee remains employed in the district. The insurance benefits described in this *Handbook* terminate according to the following schedule:
- If the employee resigns or is terminated during the term of his/her employment with the district the coverage shall cease on the last day of the district paid up insurance coverage after the resignation or termination is effective.
- C. Premium Contribution:
1. Single Coverage: Employees who are eligible for the select coverage, the district shall pay 100% of single premium.
  2. Family Coverage: Employees who are eligible for and select family coverage the District shall pay 100% of the family premium.

## **10.02 Health Insurance**

- A. Eligibility
1. All contracted employees who work 30 hours of a full time equivalency 40 hours and who meet the insurance carriers eligibility requirements shall be eligible to participate in the group health plan provided by the Board. The insurance carrier(s), coverage(s) will be selected and determined by the Board.
  2. Employees that do not qualify for the district health insurance plan will be paid \$500.00 in the final payroll of the year. This benefit is earned on a pro-rated fiscal year basis.
- B. Commencement and Termination of Benefits: Coverage will commence on the first day of the month after first day of employment and continue as long as the employee remains employed in the district. The insurance benefits described in this *Handbook* terminate according to the following schedule:
1. If the employee resigns or is terminated during the term of his/her employment with the district the coverage shall cease on the last day of the month the resignation or termination becomes effective.
  2. If the employee retires at the end of a contract year health insurance will terminate at the end of the plan year. If an employee retires mid-year health insurance will terminate at the end of their last employment month.
- C. Premium Contributions:  
The district will contribute \$16,200 per year toward the cost of a family health plan and \$7,200 toward the cost of a single health plan.

## **10.03 Group Life Insurance**

- A. Minimum Hours for Eligibility:  
All contracted employees working 30 hours or more per week of a full-time equivalency 40 hours are eligible/required to participate in the group life insurance plan provided by the Board.

- B. Commencement and Termination of Benefits: Coverage will commence on the first day of the month after the first day of employment and continue as long as the employee remains employed in the district. The insurance benefits described in this *Handbook* terminate according to the following schedule:

1. If the employee resigns or is terminated during the term of his/her employment with the district the coverage shall cease on the last day of the month the resignation or termination becomes effective.

- C. Premium Contributions:

The District will pay 100% of the monthly premium toward the cost of group term life insurance policy up to a maximum \$50,000 coverage limit.

#### **10.04 Long-Term Disability**

- A. To meet our definition of disability, you must not be able to engage in any substantial gainful activity (SGA) because of a medically-determinable physical or mental impairment(s):

- That is expected to result in death, or
- That has lasted or expected to last for a continuous period of at least 12 months.
- The employee has the right to apply for long term disability as the provider determines who is or is not eligible.

- B. Commencement and Termination of Benefits:

Coverage will commence on the first day of the month following the first day of employment and continue for a full twelve (12) month period provided employment with the district continues during such period.

- C. Premium Contributions:

The District shall pay 100% of the premium toward the cost of long-term disability insurance up to a maximum premium of 0.5% of the employee'.

The Long-term disability insurance benefits described in this Handbook terminate according to the following schedule:

1. If an employee resigns or is terminated district coverage shall cease on the last day of the month the resignation or termination becomes effective.

#### **10.05 Flexible Benefit Plan**

Employees will be eligible to participate in the District's qualified IRS 125 Flexible Spending Account Plan for authorized expenditure categories. The District shall have the right to retain all monies due and owing to any terminating employee for whom reimbursement has been made in excess of payroll deducted that the employee pursuant to the Plan prior to termination.

#### **10.06 Wisconsin Retirement System (WRS) Eligibility**

- A. The Board agrees to contribute the employer's share. The employee is required 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.
- B. A new employee who was initially employed on or after July 1, 2011, who had no prior employment with a participating WRS employer would be evaluated under the eligibility requirements of:
- a. Expected to work at least 880 hours for teachers and school district educational support personnel.

**And**

- b. Expected to be employed for at least one year (365 consecutive days, 366 in a leap year) from employee's date of hire.
- C. A new employee hired on or after July 1, 2011 who had any employment with a participating WRS employer prior to July 1, 2011, is evaluated under the old eligibility requirements of:
  - a. Expected to work 440 hours for teachers and school district educational support personnel.

**And**

- b. Expected to be employed for at least one year (365 consecutive days, 366 in leap year) from employee's date of hire.

**10.07 Post-Employment Benefits – Support Staff, Food Service and District Office Support Staff**

- A. Employees shall receive a contribution to a district-sponsored Health Reimbursement Arrangement (HRA) in the amount of seven hundred and fifty dollars (\$750) for each year of completed service in the district beginning with the 2012-2013 school year. Deposits shall be made on an annual basis within thirty (30) days after the successful completion of each year. Upon retirement, employees may use the HRA contributions only to pay for health insurance premiums. Part-time employees who work less than thirty (30) hours per week will receive a prorated portion of this annual contribution. *Employees will be eligible to receive this benefit only after reaching age fifty-seven (57) and completing seven (7) years of employment with the District and upon retirement, subject to application and approval by the Board, as provided in paragraph B below.* If the retired employee dies leaving a balance in his/her HRA, the surviving spouse of the retired employee may continue to submit for reimbursement for health insurance premiums paid by the surviving spouse for the surviving spouse until the HRA balance is exhausted or until the surviving spouse's death, whichever comes first.
- B. Written application for retirement must be submitted on or before February 1 for an employee who wishes to voluntarily retire at the end of the school year or at the end of the first semester of the following school year. The application shall be submitted to the Board for approval, and the Board may accept or reject any application for retirement.
- C. Remaining Contribution to 403(b). Employees hired before July 1, 2012 shall receive the following benefit upon retirement, and after reaching age fifty-seven (57) and completing sixteen (16) years of employment with the District, the District will also utilize the applicable formula below to arrive at a base amount and remaining contribution amount.
  - 1. For employees covered under Part III of this Handbook, except District Office staff:
    - a. If the employee worked an average of 1600 or more hours per year during each of the final three full years (July 1 through June 30) of employment, the base amount will be \$4900 for each of 5 consecutive years, less the amount of employer contribution as outlined below.
    - b. If the employee worked an average of 1200 or more but less than 1600 hours per year during each of the final three full years (July I through June 30) of employment, the base amount will be \$3500 for each of five (5) consecutive years, less the amount of employer contribution as outlined below.
    - c. If the employee worked an average of 800 or more but less than 1200 hours per year during each of the final three full years (July 1 through June 30) of employment, the base amount will be \$2100 for each of five (5) consecutive years, less the amount of employer contribution as outlined below.
  - 2. For all District Office staff covered under Part III of this Handbook:

- a. If the employee has worked in the District for fifteen (15) years or more, the base amount will be \$3,000 multiplied by five, less the amount of employer contribution as outlined below,
- b. If the employee has worked in the District for ten (10) years and less than fifteen (15) years, the base amount will be \$1,800 multiplied by five, less the amount of employer contribution as outlined below.

The base amount for the employee will be reduced by the amount of the total HRA contribution above to arrive at a remaining contribution amount. One-fifth of this remaining contribution amount will be deposited in District-sponsored 403(b) annually for five years. The first payment will be made within thirty (30) days after successful completion of the remaining period prior to retirement and around the same date each following year until the benefit has been paid in full.

For example, an employee may start working for the District on July 1, 2011, and retire from the District on June 30, 2021, after working as a custodian for 10 years and averaging 1800 hours during each of the final three years of his employment. This employee qualifies under number 1.a. above, and his base amount would be \$24,500. The employee should also have a total HRA contribution amount of \$7,500. The remaining contribution amount will be \$17,000. This remaining contribution amount will be deposited in five equal annual installments of \$3,400.

If the retired employee dies before all contributions to the 403(b) plan have been made as provided above, the District shall make in one lump sum all remaining 403(b) contributions before the end of the month in which the retired employee dies, subject to applicable contribution limits. Under IRS regulations no contributions to the 403(b) plan may be made after the month in which the retired employee dies and no such contributions shall be made. It is the responsibility of the retired employee's family to notify the District of the retired employee's death.

**PART IV-**  
**Staff with individual contracts**  
**under § 118.24, WIS. Stats., and**  
**Directors, Specialists, or**  
**Coordinators under contract with**  
**the District**



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

### **1.01 Standard for Nonrenewal for Administrators, Directors or Specialist**

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

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

An administrator, director, specialists, or coordinators may be disciplined or terminated for reasons that are not arbitrary and capricious. Arbitrary and capricious shall be defined as action which is either so unreasonable as to be without rational basis or the result of unconsidered, willful or irrational choices. Discipline or termination decisions should be based on:

- 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, director, specialists, or coordinators before such material is placed in an administrator's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material.

## **SECTION 2 JOB RESPONSIBILITIES**

### **2.01 Devotion of Full-Time to Job**

Except as is otherwise provided in the administrator, director, coordinator, or specialist's individual contract or as approved by the Board of Education, administrators, directors, specialists, or coordinators shall devote full time to the duties and responsibilities normally expected of their position. The administrator, director, specialists, or coordinators shall not engage in any pursuit which interferes with the proper discharge of such duties and responsibilities.

### **2.02 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 the administrator to perform such duties as may be assigned.

### **2.03 Job Description**

The Board shall provide the administrator, director, specialists, or coordinators with a written job description of their services, duties and obligations.

## **SECTION 3 PROFESSIONAL GROWTH**

### **3.01 Professional Growth**

All administrators, directors, specialists, and coordinators shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in best practices of classroom instruction, state, local curriculum expectations, state assessment standards and the continuing art of pedagogy. The employee shall participate in professional growth activities by participating in conventions, programs, professional meetings and college level courses. Participation shall be in accordance with Board rules, policies and statutory requirements.

### **3.02 Expense Reimbursement**

Necessary expenses will be paid for attendance at programs, professional meetings and Board approved conventions. College level courses will be reimbursed for Board pre-approved attendance upon completion of the class and awarding of the final grade.

## **SECTION 4 ADMINISTATOR, DIRECTOR, or SPECIALIST EVALUATIONS**

### **4.01 General Provisions**

Administrators, directors, specialists, or coordinators shall receive written evaluations based on board adopted position descriptions, including job related activities.

### **4.02 Evaluation Frequency**

Administrators, directors, specialists, or coordinators shall be provided with a written evaluation at least once every three years. If administrator is placed on a needs improvement plan they will be evaluated on a yearly basis until meeting satisfactory evaluation status.

### **4.03 Evaluators**

The Board of Education is responsible for the District Administrator evaluation. The District Administrator is responsible for the evaluation of other administrators and shall assign evaluations of other director/specialist/coordinator positions to administrators who have supervisory, training, knowledge and skills necessary to evaluate the personnel assigned to these positions.

## **SECTION 5 PROFESSIONAL COMPENSATION**

### **5.01 Professional Compensation**

Each administrator, director, specialists, and coordinators shall be compensated in accordance with the terms of his/her individual contract.

## **SECTION 6 VACATION/COMPENSATORY TIME/HOLIDAYS**

### **6.01 Vacation/Compensatory Time**

- A. Administrators, directors, specialists, and coordinators shall be entitled to twenty (20) vacation days per year. Vacation time will be earned on a pro-rated basis by administrators, directors or specialists who are employed less than full-time. Administrators, directors and specialists will earn twenty-five (25) days of vacation after five (5) years of service to the District.
- B. Compensatory Time: Administrators granted compensatory time in accordance with the terms of their individual contract may only use compensatory time during non-student contact days.
- C. Administrators, directors, coordinators, specialists, or coordinators shall be entitled to paid time off for specified holidays as defined in their individual contracts.

	1-219 Day Employee	220-239 Day Employee	240 – 259 Day Employee	260 Day Employee
July 4 <sup>th</sup>		X	X	X
Labor Day	X	X	X	X
Thanksgiving	X	X	X	X
Friday following Thanksgiving		X	X	X
Day preceding Christmas				X
Christmas Day			X	X
Day following Christmas				X
Day preceding New Year's Day				X

New Year's Day			X	X
Good Friday			X	X
Memorial Day	X	X	X	X

### 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 fall on a Sunday, the following workday shall be observed as the holiday. If Christmas Day falls on a Sunday it will be observed the following Monday and the day following Christmas will be observed the following Tuesday.

### 6.03 Eligibility for Holiday

In order to be eligible for holiday pay, an employee must work the employee's scheduled workday immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by the District Administrator and /or his/her designee.

## SECTION 7 INSURANCES

### 7.01 Dental Insurance

#### A. Eligibility:

1. All administrator, director, specialists, and coordinators positions and who meet the dental insurance carrier's eligibility requirements are eligible to participate in the group dental insurance plan provided by the Board. The insurance carrier(s), program(s), coverage(s) will be selected by the Board.

#### B. Commencement and Termination of Benefits: Coverage will commence on the first day of the month after the employee's first day of employment and continue as long as the employee remains employed in the district. The insurance benefits described in this handbook terminate according to the following schedule:

1. If the administrator, director, specialists, or coordinators resigns or is terminated during the term of his/her individual contract district coverage shall cease on the last day of the month that the resignation or termination is effective.
2. If the administrator, director, specialists, or coordinators retires at the end of the contracted year dental insurance will terminate at the end of the plan year. If the administrator, director or specialist retires mid-year dental insurance will terminate at the end of their last employment month.

#### C. Premium Contributions:

1. Single Coverage: For full-time administrators, directors, specialists, or coordinators who are eligible for and select single coverage, the district shall pay \$100% of the single premium.
2. Family Coverage: for full-time administrator's, directors, specialists, or coordinators who are eligible for and select family coverage the district shall pay 100% of the family premium.

### 7.02 Health Insurance

#### A. Eligibility:

1. All administrator, director, specialists, or coordinators positions and who meet the Health carrier's eligibility requirements shall be eligible to participate in the group health insurance plan provided by the Board. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

- B. Commencement and Termination of Benefits: Coverage will commence on the first day of the month after the employee's first day of employment and continue as long as the employee remains employed by the district. The insurance benefits described in this handbook terminate according to the following schedule:
1. If the administrator, director, specialists, or coordinators resigns or is terminated during the term of his/her individual contract district coverage shall cease on the last day of the month that the resignation or termination is effective.
  2. If the administrator, director, specialists, or coordinators retires at the end of a contract year health insurance will terminate at the end of the plan year. If an administrator, director or specialist retires mid-year. If a teacher retires mid-year health insurance will terminate at the end of their last employment month.
- C. Premium Contribution: Administrators, Directors, Coordinators or Specialists will receive a \$16,200/\$7,200 contribution toward a family/single health plan and premium contribution will be pro-rated for less than 0.75 FTE employees. Premium contribution is pro-rated for less than 0.75 FTE employees.

### **7.03 Life Insurance**

- A. Eligibility:
1. All administrators, directors, specialists, and coordinators are eligible to participate in the group life insurance plan provided by the Board.
  2. Premium Contributions: The Board will contribute 100% of the monthly premium toward the cost of group term life insurance policy up to a maximum \$50,000 coverage limit.
- B. Commencement and Termination of Benefits:  
Coverage will commence on the first day of the month after the employee's first day of employment and continue as long as the employee remains employed by the district. The insurance benefits described in this handbook terminated according to the following schedule.
1. If the administrator, director, or specialist resigns or is terminated during the term of his/her individual contract district coverage shall cease on the last day of the month that the resignation or termination is effective.
  2. If the administrator, director, specialists, or coordinators retires district life insurance premiums shall cease on the last day of the month that the retirement is effective.

### **7.04 Long Term Disability**

- A. To meet our definition of disability, you must not be able to engage in any substantial gainful activity (SGA) because of a medically-determinable physical or mental impairment(s):
- That is expected to result in death, or
  - That has lasted or is expected to last for a continuous period of at least 12 months.
  - The employee has the right to apply for long term disability as the provider determines who is or is not eligible.
- B. Eligibility:  
The School District of Lodi shall provide long-term disability insurance to eligible/required administrators. Each administrator's eligibility for long-term disability shall be noted in the administrator's individual contract. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board of Education.

- C. Commencement and Termination of Benefits: Coverage will commence on the first day of the month after the employees first day of employment and continue as long as the employee remains employed in the district. The insurance benefits described in this handbook terminate according to the following schedule:
1. If the administrator, director, specialists, or coordinators resigns or is terminated during the term of his/her individual contract district coverage shall cease the last day of the month that the resignation or termination is effective.

### **7.05 Wisconsin Retirement System (WRS) Collaboration**

The School District of Lodi agrees to contribute the employer's share. The administrator, director, specialists, or coordinators agrees to pay the employee's required WRS contribution as required by state statutes requirement.

## **SECTION 8 PROFESSIONAL DUES**

### **8.01 Professional Dues**

The School District of Lodi will reimburse the individual administrator the cost of professional dues to one state professional organization and a portion of the professional dues of one national professional organization as outlined in each individual administrator's contract.

## **SECTION 9 POST EMPLOYMENT (RETIREMENT) BENEFITS**

Administrators a minimum of fifty-seven (57) may apply for retirement.

Health Reimbursement Arrangement (HRA): The District shall annually credit to an HRA for the benefit of the administrator, director and specialist an amount of seven hundred and fifty dollars (\$750) for each year of completed service in the District. Deposits shall be made on an annual basis within thirty (30) days after successful completion of each contract year. The HRA may only be used during retirement. To be eligible for this benefit, the School Board must approve of the Administrator, director or specialist's retirement and the administrator, director, or specialist must have at least seven consecutive years of employment with the District.

If the retired administrator, director, specialists, or coordinators dies leaving a balance in his or her HRA, the surviving spouse of the retired employee may continue to submit for reimbursement from the HRA for the surviving spouse until the HRA balance is exhausted or until the surviving spouse's death, whichever comes first.

Total Benefit minus the total HRA Contributions = the Retirement 403(b) Contribution.

Upon retirement, the District shall total the amount of contributions made to the HRA for the Administrator, director, specialists, or coordinators by subtracting the total HRA contributions from the Total Benefit (as defined below), using the following equation:

$$\begin{array}{rcccl} \text{Total Benefit} & - & \text{Total HRA} & = & \text{The Retirement 403(b)} \\ & & \text{Contributions} & & \text{Contribution} \end{array}$$

The total benefit is \$55,000. The District may use the Special Pay Plan to make contributions to the plan for the administrator, director or specialist.

Example: If the District has made contributions of \$12,000 to the HRA for a retiring administrator, director or specialist the District shall also make a Retirement 403(b) Contribution of \$43,000 (\$55,000 - \$12,000 = \$43,000).

The 403(b) Retirement Contribution amount shall be made in equal annual amounts over a five year period, beginning with the year of retirement, subject to IRS regulations and limitations. If the retired employee dies before all contributions to the 403(b) plan have been made, the District shall make in one lump sum all remaining 403(b) contributions before the end of the month in which the retired employee dies, subject to applicable contribution limitations. Under IRS regulations no contributions to the 403(b) plan may be made after the month in which the employee dies and no such contributions shall be made. It is the responsibility of the retired employee's family to notify the District of the retired employee's death.

# **PART V-**

## **Appendix**

# **Appendix A-**

## **Compensation Information**

### **Part I**

**Staff with contracts under s118.22 –  
Professional/exempt non-supervisory employees**

### **Part II**

**Non Exempt Staff without Individual Contracts  
under s118.22 Wis. Stats or 118.24 Wis. Stats**



## **Part I**

### **Professional Compensation Information for staff with contracts under s.118.22 – Professional/Exempt Non-Supervisory Employees.**

#### **A. Definitions:**

**Beginning Teacher** – a new teacher to the profession with no prior full-time teaching experience.

**Teachers New to the District** – a new teacher to the School District of Lodi with one or more years of prior full-time teaching experience

**Continuing Teacher** – a teacher who was employed the previous year and intends to or has been offered and accepted a continuing contract or letter of assurance to teach an ensuing year in the School District of Lodi.

#### **B. Teacher Compensation**

##### **1.01 Starting/Maximum Salary**

- A. The starting salary for a beginning teacher possessing a Bachelors of Art/Science degree is \$38,000.00. The starting salary for a beginning teacher possessing a Master's degree is \$41,150.00.
- B. The district BA/BS and Master level stating salary will be established by the Board of Education on a yearly basis.
- C. The district Bachelor of Art/Science degree maximum salary for is \$62,000. The district Master's degree maximum salary for is \$73,000.

##### **1.02 Advanced Degree/National Board Certification Attainment**

- A. A continuing teacher who attains a Master's Degree will receive a two thousand dollar (\$2,000.00) base wage increase on their ensuing year district contract upon verification of their degree completion.
- B. A continuing teacher who attains their initial National Board Certification will receive a one thousand (\$1,000.00) dollar base wage increase on their ensuing year district contract upon verification of their initial National Board Certification. A continuing teacher who has already achieved National Board Certification and attains recertification status will receive a one-thousand dollar (\$1,000.00) base wage increase on their ensuing year district contract upon verification of their recertification status. The maximum district National Board certification compensation is capped (limited) at \$2,000.00 per teacher.

##### **1.03 Performance/Professional Practice Goal (PPG) Compensation**

2018/19 NOTE: A new teacher will start this process at year 1 – evaluation and setting of their one or two year professional practice goal or goals. All current teaching staff have been assigned, by their building principal/director or direct supervisor, as being in year 1 - evaluation/professional practice goal development, year 2 – development of a one or two year professional practice goal or year 3 – development of a one year professional practice goal. Teachers who were assigned year 3 status for the 2018/19 school year will transition to year 1-evaluation/professional practice goal development during the 2019/20 school year.

**Year 1** – Principal, director or direct supervisor evaluates and approves the teacher's professional practice goal or goals. If by May 15<sup>th</sup> both the teacher's evaluation and by May 1<sup>st</sup> the goal(s) meet satisfactory or better criteria no further action is needed by the administrator. If the evaluation or the professional practice goal(s) do not meet satisfactory or better criteria the

teacher and the district administrator need to be notified of that determination. Such determination will make the teacher ineligible for any applicable district approved base wage increase and/or performance compensation, if applicable, any professional practice goal compensation increase for the ensuing school year.

**Year 2** – Principal, director, or direct supervisor will monitor the teacher’s progress toward meeting expectations of their approved professional practice goal(s). The monitoring process can be accomplished via face to face meetings, periodic review of data/artifacts and reflections of the teacher showing progress on their approved professional practice goal(s), or a combination of both. If by May 1<sup>st</sup> it is determined the teacher is satisfactorily meeting their professional practice goal(s) expectations no further action is needed by the principal, director, or direct supervisor. If it is determined the teacher is not satisfactorily meeting their professional practice goal(s) expectations both the employee and the district administrator need to be notified of that determination. Such determination will make the teacher ineligible for any district approved base wage increase and any practice goal compensation increase for the ensuing school year.

**Year 3** – Principal, director, or direct supervisor will monitor the teacher’s progress toward meeting expectations of their approved professional practice goal(s). The monitoring process will follow same concept as outlined under year 2 above. If by May 1<sup>st</sup> it is determined the teacher is satisfactorily meeting their professional practice goal(s) expectations no further action is needed by the administrator. If it is determined the teacher is not satisfactorily meeting their professional practice goal(s) expectations both the teacher and the district administrator need to be notified of that determination. Such determination will make the teacher ineligible for any district approved base wage increase and any professional practice goal compensation increase for the ensuing school year.

**After Year 3** – if all expectations are met in years 2 and 3 the employee will transition back to the year 1 evaluation and professional development cycle.

If an employee is determined to not satisfactorily meet professional practice goal(s) expectations they may appeal the decision to the Professional Practice (PPG ) Appeal Committee.

#### **1.04 Professional Improvement Plan – Not Meeting District Performance – Professional Growth Qualifying Criteria**

- A. A staff member who is placed on a professional improvement plan (PIP) will be deemed to not be meeting the district performance or professional growth qualifying criteria and will not be eligible for either performance or professional growth compensation in their ensuing contract year.

#### **1.05 In-service and Other Training**

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

### **Part II Non Exempt Staff without Individual Contracts under s118.22 Wis. Stats. Or s118.24 Wis. Stats.**

#### **A. Definitions:**

**Beginning Employee:** a new employee to the district who did not work full or part-time in the district during the course of the previous school or fiscal year.

**Continuing Employee:** an employee who was employed either full or part-time the previous year and intends to or has been issued and accepted a letter of assurance indicating continued employment for the ensuing year in the School District of Lodi.

## **B. Support Staff Compensation**

### **1.01 Starting Wage Determination Process – Beginning Employee**

A. The hourly wage for beginning support staff employees will be based on their prior work experience and/or their skill level in meeting the specific job description duties of their position classification level as outlined below:

- a. Administrative Assistant
  - i. Level I - \$12.50 to \$14.50
  - ii. Level II - \$14.50 to \$16.50
  - iii. Level III - \$16.50 to \$18.50
  - iv. Level IV - \$18.50 to \$20.50
- b. Custodial / Maintenance
  - i. Level I - \$11.50 to \$14.50
  - ii. Level II - \$14.50 to \$16.50
  - iii. Level III - \$16.50 to \$18.50
- c. Educational Assistant (Regular and Special Education)
  - i. Level I - \$12.50 to \$14.50
  - ii. Level II - \$14.50 to \$16.50
  - iii. Level III - \$16.50 to \$18.50
- d. Food Service
  - i. Level I - \$12.25 to \$13.00
  - ii. Level II - \$13.00 to \$14.00
  - iii. Level III - \$14.25 to \$14.75
  - iv. Level IV - \$14.75 to \$15.00

### **1.02 Performance/Professional Practice Goal (PPG) Compensation**

2018/19 NOTE: A new employee will start this process at year 1-evaluation and setting of their one or two year professional practice goal or goals. All current district support staff employees have been assigned, by their building principal/director or direct supervisor, as being in year 1 – evaluation/professional practice goal development, year 2 – development of a one or two year professional practice goal or year 3 – development of a one year professional practice goal. Staff who were assigned year 3 status for the 2018/19 school year will transition to year 1- evaluation/professional practice goal development during the 2019/20 school year.

**Year 1** – Principal, director or direct supervisor evaluates and approves the support staff member's professional practice goal or goals. If by June 1<sup>st</sup> both the employee's evaluation and the goal(s) meet satisfactory or better criteria no further action is needed by the administrator. If the evaluation or the professional practice goal(s) do not meet satisfactory or better criteria the employee and the district administrator need to be notified of that determination. Such determination will make the employee ineligible for any district approved base wage increase and, if applicable, any professional practice goal compensation increase for the ensuing school year.

**Year 2** – Principal, director, or direct supervisor will monitor the employee's progress toward meeting expectations of their approved professional practice goal(s). The monitoring process can be accomplished via face to face meetings, periodic review of data/artifacts and reflections of the employee showing progress on their approved professional practice goal(s), or a combination of both. If by June 1<sup>st</sup> it is determined the employee is satisfactorily meeting their professional practice goal(s) expectations no further action is needed by the principal, director, or direct supervisor. If it is determined the employee is not satisfactorily meeting

their professional practice goal(s) expectations both the employee and the district administrator need to be notified of that determination. Such determination will make the employee ineligible for any district approved base wage increase and, if applicable, any professional practice goal compensation increase for the ensuing school year.

**Year 3** – Principal, director, or direct supervisor will monitor the employee's progress toward meeting expectation of their approved professional practice goal(s). The monitoring process will follow same concept as outlined under year 2 above. If by June 1<sup>st</sup> it is determined the employee is satisfactorily meeting their professional practice goal(s) expectations no further action is needed by the administrator. If it is determined the employee is not satisfactorily meeting their professional growth plan goal(s) expectations both the employee and the district administrator need to be notified of that determination. Such determination will make the employee ineligible for any district approved base wage increase and, if applicable, any professional practice goal compensation increase for the ensuing school year.

**After Year 3** – if all expectations are met in years 2 and 3 the employee will transition back to the year 1 evaluation and professional practice goal development cycle.

If an employee is determined to not satisfactorily meet professional practice goal(s) expectations they may appeal the decision to the Professional Practice (PPG ) Appeal Committee.

**A. Professional Growth Compensation Formula**

- a. Professional Growth Compensation will be awarded to district support staff using the following formula:
  - i. Level 1: after 3 years + \$.20 per hour (hourly wage + Professional Growth Award = hourly pay rate.
  - ii. Level 2: after 6 years + \$.35 per hour (hourly wage + Professional Growth Award = hourly pay rate.
  - iii. Level 3: after 9 years + \$.50 per hour (hourly wage + Professional Growth Award = hourly pay rate.
  - iv. Level 4: after 12 years + \$1.00 per hour (hourly wage + Professional Growth Award = hourly pay rate.
  - v. Level 5: after 15 years + 1.50 per hour (hourly wage + Professional Growth Award = hourly pay rate.
  - vi. Level 6: after 19 years + \$2.00 per hour (hourly wage + Professional Growth Award = hourly pay rate.
  - vii. Level 7: after 21 years + \$.50 per hour (hourly wage + Professional Growth Award = hourly pay rate.
  - viii. Level 8: after 24 years + \$.50 per hour (hourly wage + Professional Growth Award = hourly pay rate.
  - ix. Level 9: after 27 years + \$.50 per hour (hourly wage + Professional Growth Award = hourly pay rate.
  - x. Level 10: after 30 years + \$.50 per hour (hourly wage + Professional Growth Award = hourly pay rated.

**Note: Years of Service compensation increase becomes effective on the district anniversary of employment date of the employee.**

**1.03 Professional Improvement Plan – Not Meeting District Performance – Professional Growth Qualifying Criteria**

- A. A support staff employee who is placed on a staff improvement plan or who is determined to need improvement in minimum job description responsibilities will be deemed to not be meeting the district performance or professional growth qualifying criteria and will not be eligible for either a performance or professional growth compensation award for one year. They will again become eligible for performance and

growth compensation awards if their administrator/supervisor verifies they have successfully met the requirements of their improvement plan and are also satisfactorily meeting their job description responsibilities.

#### **1.04 In-service and Other Training**

- A. The district may require a support staff member to attend an in-service or other training, either of which may occur outside the employee's regular hours of work. Additional compensation (if any) for such training shall be determined by relevant law, district policy, and pertinent employment guidelines.

#### **1.05 Attendance at Meetings**

- A. Employees required to attend meetings called or scheduled by the district outside the employee's scheduled work day shall be paid their regular hourly rate of pay for all hours spent in attendance at such meetings.

### **Part III – Contract Review Committee Handbook Recommendation – Professional Practice Goal (PPG) Appeal Committee**

**1. Committee Purpose:** The PPG Appeal Committee will only review appeals initiated through an administrative denial of professional practice goal compensation where the employee did not fulfill or adequately meet their PPG growth plan goal(s). Staff situations involving performance evaluation or performance compensation shall not be addressed through this committee. (See Staff Handbook – Section 5 – Teacher Supervision and Evaluation – Pages 55-56 (OR) Section 8 – Employee Evaluation – Pages 72 – 73)

**2. Structure:** The PPG Appeal Committee shall be made up of eight district representatives, three teachers, one support staff member, the three members of the Board of Education Contract Review Committee, and one administrator appointed by the superintendent. Teachers appointed to the committee shall each represent different school buildings in the district, excluding the building of the employee requesting the appeal. The support staff member shall be an assistant, maintenance, custodial, or food service employee. By September 30<sup>th</sup> of each subsequent contract year the LEA shall submit a list of staff members from each building that would be willing to serve as PPG appeal committee members. By September 30<sup>th</sup> of each contract year LESA shall submit a list of staff members from each building that would be willing to serve as PPG appeal committee members.

**3. Appeal Process:** To initiate a PPG appeal process the staff member must first have been denied their professional practice compensation due to a determination that they did not fulfill or adequately meet their PPG goal(s).

The staff member must submit a written request for a PPG appeal to the superintendent. The superintendent will then appoint three teachers and a support staff member from the LEA/LESA lists, and an administrator, ensuring the representatives selected are not from the same building, department, grade level, or support employee group as the employee requesting the appeal. The superintendent will notify the selected employees that they have been selected to review a PPG appeal and the date of the appeal. (All PPG appeals will occur at the next regularly scheduled Contract Review Committee meeting date)

A Closed Session will be posted on the next regularly scheduled Contract Review Committee agenda for the purpose of reviewing the employee appeal. The appeal shall include the employee's PPG goal(s) and any artifacts initially submitted to the administration to substantiate their PPG goal(s) completion. The employee will be given an opportunity to review their goals and their artifacts. Administration will be given the opportunity to review PPG rubrics and rationale for the PPG compensation denial. The appeal process review will only focus on the employee's established

goals, their administratively submitted documentation, and any administratively submitted artifacts related to the employee's PPG goal completion. After both the employee and administration have presented their explanations to the PPG Appeal Committee they will both be excused and the committee will determine whether the appeal is denied, or the appeal is upheld. Only the results of the committee decision will be conveyed to the employee and administration (Denied or Upheld). The decision of the PPG Appeal Committee is final.

## **Part IV – Summer Work Compensation**

### **1.01 Summer Pay Schedule**

- A. Regular and part-time employees performing district work in the summer shall be paid in accordance with the following hours/wage schedule based on an employee's hourly wage in effect on June 1<sup>st</sup> of the contracted summer work schedule.
  - a. Summer School Educational Assistant: \$11.50 per hour for non-district employee or regular rate + \$.75 for a district employee.
  - b. Summer Administrative, Director, or Specialist Assistant: \$11.50 per hour for non-district employee or regular rate + \$.75 for a district employee.
  - c. Summer Custodial Cleaning: \$11.50 per hour for non-district employee or regular rate + \$.75 for district employee.
  - d. Summer Maintenance Cleaning: \$11.50 per hour for non-district employee or regular rate + \$.75 for district employee.
- B. Summer employees performing specialized work such as IT or maintenance work requiring special training will be paid \$13.00 per hour unless provided otherwise by the district.
- C. Seasonal part-time employees performing duties such as grounds cleaning, snow removal, building monitoring, etc. shall be paid \$11.50 per hour unless provided otherwise by the district.
- D. Regular and part-time district staff with individual contracts under 118.22 or 118.24 performing work in the summer will be compensated at the rate of \$11.50 per hour unless provided otherwise by the district.
- E. Substitutes who work in place of a summer school Educational Assistant, Administrative Assistant, summer custodian or summer maintenance staff shall be paid \$11.50 per hour.

### **1.02 Call-In Pay**

- A. Employees called in to work hours, by proper administration/director authority, outside of their regular work schedule that are not contiguous with their regular work schedule, except as noted below, shall be paid for no less than one (1) hour of pay. The District, at its discretion, may require such employee to work the full one (1) hour period. Regular time performed will be rounded to the nearest quarter hour before calculating compensation payment.

**Appendix B-**  
**Academic/Non-Academic, Co-**  
**curricular,**  
**Athletic and Extra Co-curricular**  
**Compensation Information**

### **1.01 Letter of Assignment**

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

- A. Athletic and extra/co-curricular assignments will be offered to the individual who, in the sole discretion of the Board of Education, is the most qualified applicant. In cases where there is a shortage of applicants the Board of Education may assign athletic and extra/co-curricular duties. 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 athletic and extra/co-curricular activities shall be specified in the letter of assignment.
- C. The letter of assignment shall not be deemed a contract, and individuals holding athletic and extra/co-curricular positions are at-will employees.
- D. All middle and high school coaches, (contracted and volunteer) will be required to meet WIAA regulations.

### **1.02 Payments**

Payments for athletic and extra/co-curricular activities shall be made in accordance with District payroll procedures. However, wages earned shall be paid at least monthly, with no longer than 31 days between pay periods. Final checks will be issued once all responsibilities, as determined by the athletic director and coach's handbook, have been completed (keys, reports, etc.).

### **1.03 Work Schedule**

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

### **1.04 Evaluation of Extra-Curricular Assignments**

Individuals holding athletic extra/co-curricular assignments shall be evaluated by an administrator assigned by the District Administrator. When determining the manner and frequency of evaluations, the supervisor may take into account such factors as (1) the individual's experience with the particular activity; (2) input received from participants, parents, and other stakeholders; (3) any other consideration that a supervisor, in his/her reasonable discretion, deems appropriate.

### **1.05 Volunteers**

Upon recommendation from athletic director/principal and approval by the Board of Education, an individual may serve as a volunteer coach/advisor for an extra/co-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 Number of Coaches/Advisors**

The number of coaches/advisors assigned to supervise an extra/co-curricular activity shall be determined according to Board co-curricular policy.

### **1.07 Clinics**

Coaches may attend clinics and workshops with expenses paid at the discretion of the school district Per Board of Education Policy 377.1.

### **1.08 Athletic Tournaments**

Coaches may attend state tournaments for the sport/activity they are coaching per Board of Education Policy 377.1.

### **1.09 Extra/Co-Curricular Pay Schedule: Co-Curricular Base for is \$36,650**

A. Co. Curricular Pay Scale					
Building	Position	Activity	1-3 years	4-6 years	7 + years
High School	Advisor	Art Club	1.00%	1.25%	1.50%
High School	Advisor	Cheerleading (per season)	4.25%	4.75%	5.25%
High School	Advisor	Color guard	1.00%	1.25%	1.50%
High School	Advisor	Class – Freshman	1.00%	1.25%	1.50%
High School	Advisor	Class – Sophomore	1.00%	1.25%	1.50%
High School	Advisor	Class – Juniors	2.00%	2.50%	3.00%
High School	Advisor	Class – Seniors	3.50%	4.00%	4.50%
High School	Advisor	Danz Team	4.25%	4.75%	5.25%
High School	Director	Extended Choral Service	6.00%	7.00%	8.00%
High School	Director	Extended Instrumental	6.00%	7.00%	8.00%
High School	Advisor	Fall Drama	5.00%	5.50%	6.50%
High School	Advisor	FFA	5.00%	5.50%	6. 50%
High School	Advisor – Head	Forensics	11.00%	12.00%	13.00%
High School	Advisor – Asst.	Forensics	6.00%	7.00%	8.00%
High School	Coordinator	Global Exchange	3.50%	4.00%	4.50%
High School	Advisor	Homecoming	2.00%	2.50%	3.00%
High School	Advisor	Leadership Council	6.00%	6.75%	8.00%
High School	Advisor	Link Crew	3.50%	4.00%	4.50%
High School	Advisor	Math Team	2.00%	2.50%	3.00%
High School	Advisor - Head	Mock Trial	7.00%	8.00%	9.00%
High School	Advisor – Asst.	Mock Trial	3.50%	4.50%	5.50%
High School	Director	Musical	7.00%	8.00%	9.00%
High School	Director	Musical Pit Orchestra	4.00%	5.00%	6.00%
High School	Director	Musical -Vocal	4.00%	5.00%	6.00%
High School	Director	Musical -Choreography	4.00%	5.00%	6.00%
High School	Set Designer	Musical /3 Act Play	2.00%	3.00%	4.00%

High School	Advisor	National Honor Society	1.00%	1.25%	1.50%
High School	Advisor	Newspaper – The Advocate	3.50%	4.00%	4.50%
High School	Director	Pep Band	4.00%	5.00%	6.00%
High School	Advisor	Visual Arts Classic	1.00%	1.25%	1.50%
High School	Advisor	Spanish Club	1.00%	1.25%	1.50%
High School	Advisor	Thailand Coordinator	5.50%	6.00%	6.50%
High School	Advisor	Yearbook	3.50%	4.00%	4.50%
Middle School	Director	Extended Choral Services	2.50%	3.00%	3.50%
Middle School	Director	Extended Instrumental	4.25%	4.75%	5.25%
Middle School	Advisor	Fair Coordinator	2.00%	2.50%	3.00%
Middle School	Advisor	FFA	5.00%	5.50%	6.50%
Middle School	Advisor	Forensics	2.00%	2.50%	3.00%
Middle School	Advisor	Pride Council (6-8)	5.00%	5.50%	6.50%
Middle School	Advisor	Yearbook	2.00%	2.50%	3.00%
	Advisor	Fair Coordinator (2)	3.50%	4.00%	4.50%
	Advisor	Assistant Fair Coordinator	2.00%	2.50%	3.00%
District	PBIS Coaches	2 per building	2.00%	2.50%	3.00%

#### **B. Athletic Coaching Pay Scale:**

Building	Position	Activity	1-3 years	4-6 years	7+ years
District	Athletic Director		11.00%	12.00%	13.00%
High School	Head Coach	Baseball	8.00%	9.00%	10.00%
High School	Assistant Coach	Baseball	5.00%	5.50%	6.50%
High School	Head Coach	Basketball (B/G)	11.00%	12.00%	13.00%
High School	Assistant Coach	Basketball (B/G)	6.00%	7.00%	8.00%
High School	Head Coach	Cross Country (B/G)	7.00%	8.00%	9.00%
High School	Assistant Coach	Cross Country (B/G)	4.25%	4.75%	5.25%
High School	Head Coach	Football	11.00%	12.00%	13.00%
High School	Assistant Coach	Football	6.00%	7.00%	8.00%
High School	Head Coach	Golf	7.00%	8.00%	9.00%
High School	Assistant Coach	Golf	3.50%	4.00%	4.50%
High School	Head Coach	Soccer (B/G)	8.00%	9.00%	10.00%
High School	Assistant Coach	Soccer (B/G)	5.00%	5.50%	6.50%
High School	Head Coach	Softball	8.00%	9.00%	10.00%
High School	Assistant Coach	Softball	5.00%	5.50%	6.50%
High School	Head Coach	Swimming (B/G)	11.00%	12.00%	13.00%
High School	Assistant Coach	Swimming (B/G)	6.00%	7.00%	8.00%
High School	Head Coach	Tennis	7.00%	8.00%	9.00%
High School	Assistant Coach	Tennis	3.50%	4.00%	4.50%
High School	Head Coach	Track (B/G)	11.00%	12.00%	13.00%
High School	Assistant Coach	Track (B/G)	5.50%	6.50%	7.50%
High School	Head Coach	Volleyball	8.00%	9.00%	10.00%
High School	Assistant Coach	Volleyball	5.00%	5.50%	6.50%
High School	Head Coach	Wrestling	11.00%	12.00%	13.00%
High School	Assistant Coach	Wrestling	6.00%	7.00%	8.00%
Middle School	Head Coach	Basketball (B/G)	4.00%	4.25%	4.50%

Middle School	Assistant Coach	Basketball (B/G)	3.00%	3.50%	4.00%
Middle School	Head Coach	Cross Country (B/G)	3.50%	4.00%	4.50%
Middle School	Assistant Coach	Cross Country (B/G)	3.00%	3.50%	4.00%
Middle School	Head Coach	Track (B/G)	3.50%	4.00%	4.50%
Middle School	Assistant Coach	Track (B/G)	3.00%	3.50%	4.00%
Middle School	Head Coach	Volleyball	3.50%	4.00%	4.50%
Middle School	Assistant Coach	Volleyball	3.00%	3.50%	4.00%
Middle School	Head Coach	Wrestling	3.50%	4.00%	4.50%
Middle School	Assistant Coach	Wrestling	3.00%	3.50%	4.00%

### C. Athletic Events – Worker Pay Scale

Event	Approx. Time	Pay \$
<b>Football</b>		
• Crowd Control	2.5-3	35
• Tickets	2.5	35
• Clock - Varsity	2.5	35
• Stats - Varsity	2.5	35
• JV or JV2 Clock	2	35
• JV or JV2 Crowd Control	2	35
<b>Volleyball</b>		
• JV and V Clock	2.66	60
• JV and V Book	2.66	60
• JV and V Crowd Control	2.66	35
• JV and V Tickets	2.5	35
• JV or JV2 Book	1.5	25
• JV or JV2 Clock	1.5	25
• Crowd Control - Tourney	4	50
• Crowd Control - Tourney	8	100
• Tickets – Tourney	5	50
• Varsity Clock	1.5	35
• Varsity Book	1.5	35
• Tourney Scorebook	8	125
• Tourney Clock	8	125
• Announce Line-Ups		5
• MS Clock (A & B games)	2.66	50
• MS Book (A & B games)	2.66	50
• MS Crowd Control	2.66	35
• Quad Scorebook	2.5-3	65
• Quad Clock	2.5-3	65
<b>Cross Country</b>		
• Time/Worker – Invite	4	70
• Crowd Control – Invite	4	70
• Crowd Control - Meet	2.5	35
• Timer/Worker - Meet	2.5	35
<b>Soccer</b>		
• JV Clock	1.5	25
• JV Book	1.5	25
• Announce Line-Ups		5
• Crowd Control–JV and V	4	50
• Crowd Control – Quad	6.5	70

Event	Approx. Time	Pay \$
• Varsity Book	1.66	35
• Varsity Clock	1.66	35
<b>Swim</b>		
• Timers- Meet	2.5	35
• Timers - Invite	4-5	50
• Ticket Seller	Meet	35
• Ticket Seller	Invite	50
<b>Wrestling</b>		
• JV and V Book	2	35
• JV and V Clock	2	35
• JV/V Crowd Control	2	35
• JV/V Tickets	2.5	35
• Invite - Tickets	TBD	50
• Crowd Control - Tourney	4	50
• Crowd Control - Tourney	8	100
• MS Book	1.5	25
• MS Clock	1.5	25
• MS Crowd Control	1.5	35
<b>Basketball</b>		
• JV and V Clock	3.5	60
• JV and V Book	3.5	60
• JV and V Crowd Control	3.5	50
• JV and V Tickets	2.5	35
• JV or JV2 Book	1.5	25
• JV or JV2 Clock	1.5	25
• Varsity Book	1.5	35
• Varsity Clock	1.5	35
• MS Book (2 games)	2.5	50
• MS Clock (2 games)	2.5	50
• MS Crowd Control	2.5	35
<b>Track</b>		
• Event Workers	3.5-4	45
• Head Timer	4.5-5	55
<b>Announcer (entire game)</b>	2.5-3	35
WIAA Tourn/Crowd Control	TBD	35
<b>PAY = PER EVENT</b>		

### D. Academic/Non Academic

Activity Pay Scale	Per Hour	Per Event	Annual
Academic Rate <sup>1</sup> (Including such areas as curriculum writing, curricular meetings, summer school, etc.)	\$23.00		
Special Ed: Attendance at Special Education IEP meetings before 7:30 a.m. and after 3:30 p.m. or during a prep hour will be compensated at the: academic rate	\$23.00		
Special Ed: IEP development outside the contracted teacher work day will be compensated for at the: academic rate	\$23.00		
Weight Room Supervisor	\$10.00		
Non-Academic Rate (including non-academic supervision such as field trips, detention, substituting, dance supervision, etc.)	\$20.00/Hour		
Department/Bldg. Chairs			\$400.00
District Mentor (providing year 1 expectations)			\$400.00
District Mentor (providing year 2 expectations)			\$200.00
Elementary School Activity Club (per quarter)			\$100.00
Chemical Safety Officer			\$800.00

# **Appendix C**

## **Contract Forms/Letter of Appointment**



## TEACHER CONTRACT

IT IS HEREBY AGREED, by and between the Board of Education (Board) for the School District of Lodi (District) and «**First\_Name**» «**Last\_Name**» (Teacher) a certified teacher legally qualified to teach in the public schools of the State of Wisconsin, as follows:

That Teacher agrees to perform for the District, during the term and for the compensation hereinafter set forth, such professional services, including extra-curricular services related to the school program, as may be, from time to time, assigned to the Teacher by the Board or by authorized members of the school district administrative staff.

That Teacher shall teach in the District during the school year 2018-2019, beginning August 28, 2018 for the term of «**M\_school\_days**» days for a salary consideration as in the amount of \$«**Salary\_formula**».

This contract is made and shall remain subject to the applicable provisions of Wisconsin Statutes, now existing and as may be hereinafter enacted, and to the rules, regulations, handbooks, and policies of the Board now existing and as may be hereinafter enacted, and Teacher agrees in all respects to abide by and comply with same. This contract is subject to any applicable collective bargaining agreement that may be in force and effect during the 2018-2019 school year and is subject to amendment by a subsequent collective bargaining agreement.

If the undersigned teacher breaches this contract or the Board grants a release from this contract, teacher shall pay liquidated damages as follows: any resignation submitted after June 15 and prior to July 15 must be accompanied by a payment of three hundred dollars (\$300.00) and after July 15 by a payment of four hundred dollars (\$400.00).

This contract may be modified or terminated at any time during the term hereof by the mutual written agreement of the parties hereto. This contract is conditioned upon the Teacher's possession of or eligibility for a State of Wisconsin teacher's license or certificate as required by the laws of the State of Wisconsin, and any contract entered into pursuant to this notice shall be invalid in the absence of such a license or certificate.

I, the undersigned teacher, represent to the School Board that I am not now under a contract of employment with another school district for any period covered by the contract and I hereby accept the provisions as set forth in this contract.

\_\_\_\_\_  
TEACHER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ON BEHALF OF BOARD

\_\_\_\_\_  
DATE



# School District of Lodi

## Co-Curricular Contract

It is hereby agreed by the Board of Education, School District of Lodi, and «First\_Name» «Last\_Name» to enter into a contract for the position of «Building» «Position» «SportActivity» for the 2018-19 school year. Monetary reimbursement will be received for these duties and will be calculated according to the years of experience. As this is a co-curricular assignment, no district fringe benefits will be covered in the contract. This contract is valid only if the number of students during the first week of practice at the beginning of the season is more than the minimum number as per the co-curricular policy. **A signed contract MUST be received at the District Office by the date indicated at the bottom to be valid.**

*The length of this season is determined by the Board approved Co-curricular Charter.*

I have had \_\_\_\_ previous years of experience in this activity; therefore I am in my «M\_1213\_Years\_Exp» year of coaching. The total amount owed for all duties performed under this contract will be \$ «M\_201213».

This contract is subject to the rules, regulations and policies of the Board now existing and as may be hereinafter enacted, and the parties agree to abide by and comply with the same. The undersigned will perform such duties as may be reasonably assigned by the District. This contract shall terminate at the discretion of the Board based on need and will not exceed beyond the period noted above, unless authorized by the parties.

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

\_\_\_\_\_  
Address

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Minutes

BOARD OF EDUCATION

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

Recorded in «BOE\_Approval» BOE

**PLEASE NOTE:** At the conclusion of this activity, please be sure to contact your Administrator or Athletic Director to submit the proper forms for reimbursement.



## SUMMER SCHOOL CONTRACT

I, «**First\_Name**» «**Last\_Name**» (Teacher) hereby agree to teach for the TBD summer school session for «**M\_\_school\_days**» at \$TBD per hour.

\_\_\_\_\_  
TEACHER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ON BEHALF OF BOARD

\_\_\_\_\_  
DATE



# School District of Lodi

## – Letter of Reasonable Assurance –

TO: «First\_Name» «Last\_Name»  
«Loc»

DATE:  
FROM: Brent Richter, District Business Manager

The purpose of this communication is to officially inform you that, in compliance with Wis. Stat. Sec. 108.04(17), the Board of Education for the School District of Lodi hereby provides you with reasonable assurance of continued employment with the District in the upcoming school year. Your position during the next school year will be reasonably similar to your current position concerning the terms and conditions of employment. This letter of reasonable assurance is subject to the establishment of staffing needs/assignments/layoffs/reductions per the District Employee Handbook.

This letter is not intended to serve as nor should it be viewed as a contract. Your position with the District is subject to policies as established by the Board of Education, including the Board's right to determine work assignments and lay-off employees if necessary. An actual staff information sheet will be prepared and issued at the conclusion of the establishment of salary and benefit amounts and the District's final determination of staffing levels.

In order to facilitate planning and budgeting for (year) staffing and to validate this letter of reasonable assurance for employee records, **please sign both copies** of the enclosed letters of reasonable assurance, **keep one** for your records and **return one** to Kris Lehman at the District Office **by June 15, (year)**. **Your failure to do so will be considered a resignation effective upon the completion of your duties this school year.**

---

Employee Signature

---

Date Signed

**Return one signed copy to Kris Lehman at District Office by June 15, 2018**

# **Appendix D**

## **District Grievance Procedure**

## EMPLOYEE GRIEVANCE POLICY AND PROCEDURE

No. 255  
(A) 8-13-12  
(R) 1-13-14

This grievance policy is provided for the exclusive internal method for resolving grievances concerning discipline, termination and work place safety. A determined effort shall be made to settle any grievances at the lowest possible level.

**Purpose and Applicability:** This procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination, or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the Board of Education, where appropriate. The District expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the grievance procedure.

If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable. This procedure does not replace or supersede any statutory provision which may be applicable to an employee's employment with the District. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or Wisconsin statute, or subject to a different dispute resolution process, is excluded from this grievance procedure. This grievance procedure does not create a legally binding contract or a contract of employment.

### I. **Definitions**

#### A. **Definition of "Employee":**

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

B. **Definition of "Discipline":** For purposes of this procedure, "discipline" means an employment action that results in a disciplinary suspension or disciplinary demotion. "Discipline" for purposes of access to this grievance procedure does not include any verbal notices, warnings or reminders. Verbal notices, warnings, or reminders will be documented, but are not subject to the grievance procedure. Written warnings, reprimands, or reminders are to alert the employee that failure to correct the behavior may result in disciplinary suspension, disciplinary termination, or disciplinary demotion. Written, warnings, reprimands or reminders will be filed in the employee's district personnel file. Any written/documented employee responses to written warnings, reprimands, or reminders will also be filed in the employee's district personnel file.

C. **Definition of "Termination":** For purposes of this procedure, "termination" means a separation from employment by the employer for disciplinary or quality of performance

reasons. "Termination" does not include layoff, reduction in workday, furlough, reduction in workforce, job transfer or reassignment, or the end or completion of temporary employment, which are not subject to the grievance procedure.

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

## **II. General Provisions**

- A. Role and Appointment of "Impartial Hearing Officer": For purposes of this procedure, the role of the "Impartial Hearing Officer" will be to define the issues, identifying areas of agreement between the parties and identifying areas of disagreement between the parties and identifying the issues in dispute, and to hear the parties' respective arguments. The Impartial Hearing Officer shall be appointed by the Superintendent based upon the nature of the matter in dispute.
- B. Time Limits: The time limits set forth in this Section shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the District and the grievant. The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.
- C. Days: The term "days" as used in this provision means work days, excluding holidays as defined in the Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a holiday as defined in the handbook the time limit is the next defined work day.
- D. Scheduling: Grievance meetings and hearings will typically be held during the employee's off-duty hours. Time spent in grievance meetings and hearings shall not be considered as compensable work time.
- E. Representation: The employee shall have the right to representation at every level of the grievance process by a representative(s) of his/her own choosing at the employee's expense.

## **III. Grievance Processing Procedure for Grievances Concerning Employee Terminations and Employee Discipline**

Grievances shall be processed in accordance with the following procedure:

**Step One- Informed Resolution**: An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting and discussion shall occur within ten (10) work days after the facts upon which the grievance is based first occurred and/or could not be resolved through an informal discussion process. The immediate supervisor will give an answer to the grievance. The grievant(s) shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant and (if applicable and appropriate) the representative of his/her answer within five (5) work days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file a written grievance. In grievance situations specifically involving a safety related issue every

effort should be made to expedite the Step one-Informed Resolution in a manner that will not expose the employee/district to further safety liability.

**Step Two – Appeal to Superintendent:** If the grievance is not resolved at Step One the grievant may submit written grievance to the Superintendent within ten (10) work days after the response at Step One or if no response is provided within ten (10) work days of the deadline for the response. The Superintendent shall meet with the grievant(s) and/or the employee's designated representative and the principal or immediate supervisor within ten (10) work days after receiving the written grievance. The Superintendent shall respond to the written grievance within five (5) work days of the meeting or at a later date as determined by the Superintendent if further investigation is warranted. The Superintendent shall indicate in writing the disposition of the grievance and forward it to the grievant and (if applicable and appropriate) the grievant's representative. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the impartial hearing officer. As noted in Step One if the grievance situation specifically involves a safety related issue the matter should be moved through the grievance process in a manner that addresses resolution and does not further expose the employee or district to further safety liability.

**Step Three – Appeal to Impartial Hearing Officer:** If the grievance is not resolved in Step Two the employee must notify the Superintendent, within ten (10) work days after receipt of the Superintendent's answer or if no response is provided within ten (10) work days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer. The impartial hearing officer shall be selected based on procedures outlined in Board of Education Policy No. 226

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

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

**Step Four-Appeal to Board of Education:** If the grievance is not resolved at Step Two or Three the grievance may be appealed to the School Board within ten (10) days after the decision at the prior step. Either the administration or the grievant may appeal an impartial hearing officer's decision to the Board. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law. If requested by the employee the grievance evidentiary hearing will be conducted in closed session per Wisconsin Statute 19.85.

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

Within thirty (30) days after the appeal to the Board has been filed, the parties shall exchange written briefs with each other and submit them to the Board. Within ten days after written briefs have been submitted both parties shall exchange reply briefs with each other and submit them to the Board. Within thirty (30) days after receiving the reply briefs the Board shall review the hearing officer's decision.

The Board shall render a written decision that affirms, reverses or modifies the decision of the hearing officer (or, if applicable, of the Superintendent). Such decisions shall be rendered in a timely manner and shall be sent to the administration, the grievant, and (if applicable) the grievant's

representative. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

**IV. Consolidation of Grievances**

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

**Appendix E**  
**District FMLA POLICY No.**  
**532.41/FEDERAL POSTER**

## **FAMILY AND MEDICAL LEAVE POLICY**

**No. 532.41**  
**(A) 8-13-12**  
**(R) 7-13-15**

The District complies with all applicable laws concerning family and medical leave (FMLA). Employees may be eligible for leave under both the federal and state family and medical leave laws. There are different eligibility provisions for these laws, different rights under the laws, and different procedural requirements for employees to follow. The purpose of this policy is to briefly describe some of the rights and responsibilities of employees under these laws. However, this policy does not, nor is it intended to, spell out every right and responsibility under the two laws. If an employee has any questions or desires additional information, the employee should contact the Payroll Department. When both laws apply, the leaves under state and federal law will run concurrently and the provisions more beneficial to the employee will apply. Medical leaves that qualify under the FMLA will also run concurrently with leaves under short and long term disability policies, worker's compensation, and other laws, as applicable and as allowed by law.

To qualify for federal FMLA, employees must be employed by the District for a total of at least twelve (12) months and have actually worked at least 1,250 hours in the preceding 12-month period. To qualify for Wisconsin FMLA, employees must have been employed at least 52 consecutive weeks and have worked or been paid at least 1,000 hours in the preceding 52 weeks.

Employees on FMLA leave may not engage in any other employment that is inconsistent with the reason for the employee's FMLA leave.

The District will not use the requesting or taking of FMLA leave in compliance with the law as a basis for any adverse employment decision. Employees should direct any questions regarding FMLA leave to Payroll

### ***GENERAL LEAVE RIGHTS***

Federal FMLA. Under the federal FMLA, eligible employees are allowed up to 12 work weeks of unpaid leave per 12-month period for the following reasons (see also Military Family Leave below):

- The employee's own serious health condition that makes the employee unable to perform the functions of his or her position
- To care for the employee's spouse, child or parent with a serious health condition
- For the birth of the employee's child, or placement of a child for adoption or foster care with the employee
- For incapacity due to pregnancy, prenatal medical care or child birth

Wisconsin FMLA. The Wisconsin FMLA permits eligible employees to take unpaid leave for the following reasons:

- 2 weeks for the employee's own serious health condition
- 2 weeks to care for the employee's spouse, child, domestic partner, parent, parent-in-law, or parent of a domestic partner with a serious health condition
- 6 weeks to care for the employee's child after birth or adoption

The District will calculate the federal FMLA 12-month period as a fiscal year from 7/1 to 6/30. Under federal FMLA, leave for birth, adoption or foster care placement must be concluded within 12 months of the birth or placement for adoption or foster care. If both parents work for the District, the employees will share one 12 week leave for the birth or placement of a child.



The Wisconsin FMLA entitlement will run on a calendar year basis. Any leave for the birth or adoption of a child taken under Wisconsin FMLA must start within 16 weeks of the birth or adoption of the child.

**Military Family Leave.** The federal FMLA provides for military family leave. Several provisions of this FMLA policy (including employee notice provisions and certification requirements) apply to military family leave as well.

There are two types of military family leave.

***Qualifying Exigency Leave.*** Eligible employees with a spouse, son, daughter or parent on covered active duty or called to covered active duty status may use their 12-week FMLA entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare or parental care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. The 12 weeks of leave afforded for a qualifying exigency is not in addition to the general 12 weeks afforded under the federal FMLA. An employee is entitled to no more than 12 total weeks of leave for any combination of personal, family or qualifying exigency military FMLA.

***Servicemember Care Leave.*** Eligible employees may also take up to 26 weeks of leave during a single 12-month period to care for an ill or injured service member who is the employee's spouse, parent, child, or "next of kin" who is a covered servicemember. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. The 26 weeks of leave afforded for servicemember care is not in addition to the general 12 weeks afforded under the federal FMLA.

**Married Employees.** Married employees who both work for the District are limited to no more than an aggregate of 26 weeks of leave between them for military family leave.

**School Year Employees.** If a school year employee is on leave at the end of one school year and the beginning of another, the leave will be considered consecutive, not intermittent, and the employee will be provided with any benefits over the summer vacation that he/she would normally receive if the employee had been working at the end of the school year. Summer vacation is not counted against a school year employee's FMLA leave entitlement.

#### ***DEFINITIONS OF "CHILD" AND "PARENT"***

Under both state and federal FMLA laws, "child" means a biological, adopted or foster child, step child, legal ward, or a child for whom the employee provides day-to-day care. Also, the child must either be under age 18, or be 18 years or older and unable to care for him/herself because of a mental or physical disability or serious health condition. Under both state and federal laws, "parent" means biological parent, foster parent, adoptive parent, step parent or an individual who was responsible for the day-to-day care of the employee when the employee was a child. Under federal FMLA law, "parent" does not include parents of spouses or domestic partners. Under state FMLA law, "parent" includes parents of spouses or domestic partners.

#### ***SERIOUS HEALTH CONDITION***

A serious health condition is an injury, illness, impairment or physical or mental condition that involves:

- Inpatient care in a medical care facility; or
- Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents a qualified family member from participating in school or other daily activities. Continuing treatment by a health care provider includes:

- (1) A period of incapacity of more than three (3) consecutive full calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen or continuing treatment under the supervision of a health care provider (time limits apply to health care provider visits);
  - (2) Any period of incapacity due to pregnancy or prenatal care;
  - (3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
  - (4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
  - (5) Any period of absence to receive multiple treatments by a health care provider or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.
- (Under the Wisconsin FMLA, the requirement for more than three (3) consecutive calendar days of incapacity does not apply.)

### ***NOTIFICATION AND CERTIFICATION***

Whenever possible, employees must give at least 30 days written notice of the need for FMLA leave. When 30 days notice is not possible, employees are expected to give as much written notice as is practical. Please see School District of Lodi website, staff handbook, or Payroll Department for FMLA request forms. Normal call-in procedures must also be followed for all FMLA absences. If an employee does not specifically request family or medical leave, but requests leave for a reason that might qualify as family or medical leave, the District will provide the employee with a leave request form to fill out and return to payroll as soon as possible in order to determine whether the leave requested qualifies as FMLA leave. The District may temporarily designate the leave as FMLA leave.

When requesting FMLA, employees must give sufficient information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The District may require an employee who is requesting FMLA leave to provide medical certification for the leave. Employees will have 15 days in which to provide the certification, except in extenuating circumstances. If an employee fails to provide adequate certification in a timely manner, the employee's leave request or continuation of leave may be delayed or denied altogether. The District may require a second medical opinion at its expense regarding a serious health condition from a health care provider of its choice. If the first two opinions differ, the District may obtain a third opinion at its expense from a mutually agreed upon health care provider. The third opinion shall be binding on the parties. Recertification and periodic reports regarding the employee's status and intent to return to work may also be required as allowed by law.

The District will inform employees who have requested leave whether they are eligible for leave, specify any additional information needed, and inform the employee of his/her rights and responsibilities. If the employee is not eligible for leave, the District will provide a reason for the ineligibility. The District will also inform eligible employees whether requested leave will or will not be designated as FMLA leave and the amount of leave that will be counted against the employee's leave entitlement.

### ***INTERMITTENT LEAVE***

An employee may take any leave covered by Wisconsin FMLA as intermittent leave, provided the employee provides notice as required by the law. The last increment of intermittent leave for the birth or adoption of a child under Wisconsin FMLA must begin within 16 weeks after the birth or placement for adoption of the child.

For leaves covered only by FMLA, an employee may take "intermittent" or "reduced schedule" leave, if medically necessary, for the employee's own serious health condition, to care for a spouse, parent, son, or

daughter with a serious health condition, and to care for a covered servicemember with a serious injury or illness. Employees must make reasonable efforts to schedule leave for planned medical treatment so as to not unduly disrupt the District's operations. For medically necessary intermittent or reduced schedule leave that is foreseeable based on planned medical treatment for the employee, a family member, or a covered servicemember, the District may temporarily transfer an employee taking such leave to a position with equivalent pay and benefits if the new position better accommodates the leave. Military leave due to qualifying exigencies may also be taken on an intermittent basis. Employees may also take intermittent FMLA leave for the birth, adoption or foster placement of a child during the federal-only portion of their FMLA leave.

In addition, special rules apply to intermittent leave for "instructional" employees under the federal FMLA. The special rules apply to intermittent or reduced schedule leave, or leave near the end of a semester. "Instructional employees" are employees whose principal function is to teach students in a class, small group, or individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include assistants or aides who do not actually teach nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists, or non-instructional support staff. The special rules for "instructional" employees include:

- If an eligible employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered service member, or because of the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee will be on leave for more than 20 percent of the total number of working days over the period the leave would extend, in order to minimize the disruption to the educational process, the District may require the employee to choose either to:
  - take leave for a particular duration, not longer than the duration of the planned treatment. If the employee chooses this option, the entire amount of leave will be counted against his/her FMLA leave entitlement; or
  - transfer temporarily to an available alternative position, for which he/she is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave.
- If the employee does not give required notice of foreseeable leave to be taken intermittently or reduced leave schedule, the District may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position, or delay the taking of leave until the employee has given the necessary notice.
- If the employee begins a leave more than five weeks before the end of a semester, less than five weeks before the end of a semester, and less than three weeks before the end of a semester, special rules apply:
  - If the employee begins leave more than five weeks before the end of a semester, the leave will last at least three weeks, and the employee would return to work during the three-week period before the end of the semester, the District may require the employee to continue taking leave until the end of the semester.
  - If the employee begins leave during the five-week period before the end of a semester because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member, the District may require the employee to continue taking leave until the end of the semester if the leave will last more than two weeks, and the employee would return to work during the two-week period before the end of the semester.
  - If the employee begins leave during the three-week period before the end of a semester because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered

servicemember, the District may require the employee to continue taking leave until the end of the semester if the leave will last more than five working days.

- If the District requires the employee to continue taking leave to the end of the semester, only the period of leave until the employee is ready and able to return to work will be charged against the employee's FMLA leave entitlement. However, the District will maintain the employee's group health insurance and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.

### ***SUBSTITUTING PAID TIME OFF***

During the portion of any FMLA leave covered by Wisconsin law, employees may elect to substitute, or not substitute, any accrued paid leave for unpaid FMLA leave. During the federal-only portion of an FMLA leave, an employee may substitute any paid leave the employee would be eligible to take in compliance with the District's normal paid leave policies. During the federal-only portion of an FMLA leave, the District may require employees to substitute accrued paid leave.

### ***BENEFITS DURING LEAVE***

An employee's coverage under group health plans (i.e., group health and dental coverage) will be maintained during the period of an FMLA leave as required by the Wisconsin and federal FMLA laws and in accordance with the applicable terms of the plans.

Employees who normally pay a portion of the premium for insurance coverage must continue to do so during the period of FMLA leave. If paid leave is substituted for unpaid leave, the employee's portion of the premium will be deducted from the employee's paycheck. For those employees on unpaid leave, payment arrangements must be made prior to the start of the leave, or as soon as practicable. A 30-day grace period will apply to premium payments. If payment is not made within the grace period, the employee's group health/dental insurance may be terminated.

If the District maintains an employee's insurance during an FMLA leave, and the employee does not return from FMLA leave, under certain circumstances the District will have the right to recover the total cost of the insurance premiums paid during the employee's leave, as allowed by law.

Use of FMLA cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave. Other benefit accruals may be suspended during the period of the leave and will resume upon return to active employment. An employee should check with Payroll Clerk regarding other benefit continuation provisions.

### ***RETURNING TO WORK AT THE END OF LEAVE***

Employees who return to work from FMLA leave within the timeframes protected by the FMLA laws will be returned to their former position or, if that position is no longer available, an equivalent position with equivalent pay, benefits and other employment terms. If an employee wishes to return to work before his/her leave is to end, and work is available, the employee must notify Payroll and immediate supervisor at least 2 days prior to the desired return date. If an employee took FMLA leave for his/her own serious health condition, a fitness for duty certification will be required before the employee may return to work. In such cases, an employee's return will be delayed until such a certification is received.

### ***FAILURE TO RETURN TO WORK AT END OF FMLA-PROTECTED LEAVE***

If an employee fails to return to work after the expiration of an FMLA-protected leave, the employee's rights under state and federal FMLA laws will no longer be in effect and the employee will be subject to immediate termination. If the employee's inability to return to work is due to the continuation, recurrence or onset of the employee's own serious health condition, or of the serious health condition of the employee's spouse, child or parent, the District will consider a request for a further unpaid leave. However, the employee must submit a written request for consideration of a further leave as soon as the employee realizes that he/she will not be able to return at the expiration of the FMLA-protected leave period. The District will consider each such request on a case by case basis. There is no guarantee that a further leave will be granted.

***FAILURE TO MEET POLICY REQUIREMENTS***

If the employee fails to meet the requirements of this policy for family or medical leave, the request for leave will be denied until the requirements are met.

See FMLA Posters, which follow this policy.

LEGAL REFERENCE:      Federal Family and Medical Leave Act - 29 U.S.C. 2601, et. seq.  
Federal Family and Medical Leave Act Regulations-29 CFR Part 825  
Wisconsin Family & Medical Leave Act - Wis. Stats. § 103.10  
Wisconsin Family & Medical Leave Act Regulations - Wis. Admin. Code DWD 225

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

## ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave; \* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division



WH1420 REV 04/16



# WISCONSIN FAMILY AND MEDICAL LEAVE ACT

**Section 103.10, Wisconsin Statutes, requires that all employers with 50 or more employees display a copy of this poster in the workplace. Employers with 25 or more employees are required to post their particular leave policy.**

Under state law all employers with 50 or more permanent employees must allow employees of either sex:

- ▶ Up to six (6) weeks leave in a calendar year for the birth or adoption of the employee's child, providing the leave begins within sixteen (16) weeks of the birth or placement of that child.
- ▶ Up to two (2) weeks of leave in a calendar year for the care of a child, spouse, domestic partner, as defined in § 40.02(21c) or 770.01(1) or parent or a parent of a domestic partner with a serious health condition.
- ▶ Up to two (2) weeks leave in a calendar year for the employee's own serious health condition.

This law only applies to an employee who has worked for the employer more than 52 consecutive weeks and for at least 1000 hours during that 52-week period. The law also requires that employees be allowed to substitute paid or unpaid leave provided by the employer for Wisconsin Family and Medical Leave. Employers may have leave policies, which are more generous than leaves required by the law.

A complaint concerning a denial of rights under this law must be filed within 30 days after the violation occurs or the employee should have reasonably known that the violation occurred, whichever is later.

**For answers to questions about the law, a complete copy of the law, or to make a complaint about a denial of rights under the law contact:**



**STATE OF WISCONSIN  
DEPARTMENT OF WORKFORCE DEVELOPMENT  
EQUAL RIGHTS DIVISION**



201 E WASHINGTON AVE, ROOM A100  
PO BOX 8928  
MADISON WI 53708

Telephone: (608) 266-6860  
TTY: (608) 264-8752

819 N 6TH ST  
ROOM 723  
MILWAUKEE WI 53203

Telephone: (414) 227-4384  
TTY: (414) 227-4081

**Website: <http://dwd.wisconsin.gov/er/>**

The Department of Workforce Development is an equal opportunity employer and service provider. If you have a disability and need to access this information in an alternate format or need it translated to another language, please contact us.

ERD-7983-P (R-06/2014)

# **Appendix F**

## **Forms**

### **Notice of COBRA**

### **Continuation Coverage Rights**



## Notice of COBRA Continuation Coverage Rights

### **\*\* Continuation Coverage Rights Under COBRA \*\***

#### **Introduction**

You are receiving this notice because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

#### **What is COBRA Continuation Coverage?**

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;

- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

### **When is COBRA Coverage Available?**

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

### **You Must Give Notice of Some Qualifying Events**

**For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to: the School District of Lodi Business Office. *Employee must complete the SDL Health Insurance Qualifying Event form available on the school's website, "Payroll/Employment Forms" page.***

### **How is COBRA Coverage Provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

#### ***Disability extension of 18-month period of continuation coverage***

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some

time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. Please notify the School District of Lodi Business Office if you meet these requirements.

***Second qualifying event extension of 18-month period of continuation coverage***

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

**If You Have Questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

**Keep Your Plan Informed of Address Changes**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

**Plan Contact Information**

**EMPLOYER:**

School District of Lodi  
Business Office  
115 School Street  
Lodi, WI 53515  
608-592-3851

[http://www.lodi.k12.wi.us/payroll\\_forms.cfm](http://www.lodi.k12.wi.us/payroll_forms.cfm)

**COBRA ADMINISTRATOR: WEA**

# **Appendix G**

## **Forms**

- A. FMLA Leave Request Form**
- B. Discrimination/Harassment Complaint Form**
- C. Grievance Filing Form**
- D. Workplace Violence Reporting Form**
- E. Medical Incident/Accident Report Form**
- F. Acknowledgement and Acceptance of Driver Alcohol/Drug Testing policy/Procedure**
- G. Physical Examination Form**
- H. Drug Examination form**
- I. Checklist for leaving the district**

## FAMILY OR MEDICAL LEAVE REQUEST FORM

532.41Exhibit

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

Dates you are requesting family or medical leave: From: \_\_\_\_\_ to: \_\_\_\_\_

Or, if less than a full day, please show the number of hours: \_\_\_\_\_ and the date leave is needed: \_\_\_\_\_  
\_\_\_\_\_. If you are requesting intermittent leave or a reduced schedule, please explain in the space provided below.

### REASON FOR LEAVE:

- ☐ The birth of my child and to care of the child. Actual or expected date of birth: \_\_\_\_\_
- ☐ The placement of a child with me for adoption, foster care or pre-condition of adoption (circle one). Actual or expected date of placement: \_\_\_\_\_.
- ☐ To care for my spouse, son, daughter, or parent (circle one) who has a derious health condition. (Physician's or Practitioner's certification may be required)
- ☐ My own serious health condition (physician's or practitioner's certification may be required)
- ☐ Because of a qualifying exigency arising out of the fact that my spouse, son, daughter or parent is on active duty or has been notified of a call or order to active duty in the Armed Forces in support of a contingency operation.
- ☐ To care for a covered service member who is my spouse, son daughter, parent or next of kin.

Please explain why you need leave. If you are requesting intermittent leave or reduced schedule leave, please show the schedule or intermittent leave you are requesting:

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ARE YOU REQUESTING SUBSTITUTION OF PAID LEAVE? ☐ Yes ☐ No

If yes, what type(s) of paid leave are you substituting? \_\_\_\_\_

How many hours of each type of paid leave are you substituting? \_\_\_\_\_

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I certify that the above information is accurate and complete.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE RETURN THE COMPLETED FORM TO DONNA TOOLEY AS SOON AS POSSIBLE.

## DISCRIMINATION/HARASSMENT COMPLAINT FORM

Exhibit 411

Name of person filing this complaint \_\_\_\_\_

Address \_\_\_\_\_  
(Street) (City) (Zip)

Telephone \_\_\_\_\_  
(Home) (School or Work Location)

Position of person filing complaint: \_\_\_\_\_ Student \_\_\_\_\_ Employee  
\_\_\_\_\_ Parent \_\_\_\_\_ Other (*Specify*)

Name and position of person allegedly discriminated against (if other than person filing/harassed):

\_\_\_\_\_

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

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

Statement of Complaint (Please: 1) specify the type of discrimination/harassment you are alleging (e.g. discrimination based on race) and/or policy or action that you believe may be in violation of the law; 2) describe the specific incident(s) of discrimination/harassment, including the date(s) of each incident(s); and 3) identify any person(s) involved in, or which you believe may be responsible for the incident(s), along with any witnesses to the incident(s):

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If you believe that others are affected by the alleged discrimination/harassment, please provide their name and positions:

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If you wish, please describe any corrective action you would like to be taken in response to this complaint:

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Signature of person filing complaint: \_\_\_\_\_

Date complaint filed: \_\_\_\_\_

Signature of person receiving complaint: \_\_\_\_\_

Date complaint received: \_\_\_\_\_

If you need any assistance completing this form or filing this complaint, please request assistance from (insert name, position, address, office number and telephone number).

Submit all copies of the complaint to the Equity Coordinator (District Administrator) or his/her administrative assistant. The person receiving the complaint will sign and date the complaint. One copy will be returned to the complainant, one copy will be sent to the school, department, or individual named as the responsible party and one copy will be retained by the Director of Human Resources.

DISTRIBUTION:     1<sup>st</sup> copy – District Administrator  
                             2<sup>nd</sup> copy – School/department/individual named as responsible party  
                             3<sup>rd</sup> copy – Complainant

Approved: School District of Lodi

**School District of Lodi**  
Policy No. 527 – Exhibit 1

(A) 7-9-12

**EMPLOYEE GRIEVANCE FORM**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Please identify the category of your grievance (circle one):**

Termination

Discipline

Workplace Safety

**Are you an employee with a contract?** Yes ☐ No ☐

**Describe your attempts to resolve your complaint informally (if applicable).**

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**Identify the facts that support your grievance.**

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**Specify the policy(ies), rule(s), regulations(s), handbook provision and/or law(s) that you believe has/have been violated.**

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**Describe the relief that you are requesting**

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## WORKPLACE VIOLENCE REPORTING

(A) 7-9-12

Name of person filing this complaint \_\_\_\_\_

Address \_\_\_\_\_  
(Street) (City) (Zip)

Telephone \_\_\_\_\_  
(Home) (School or Work Location)

Position of person filing complaint: \_\_\_\_\_ Student \_\_\_\_\_ Employee  
\_\_\_\_\_ Parent \_\_\_\_\_ Other (*Specify*)

Name and position of person allegedly who committed violence/violent act (if other than person filing):

\_\_\_\_\_

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

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

Statement of Complaint (Please: 1) specify the type of violence/violent act you are alleging; 2) describe the specific incident(s), including the date(s) of each incident(s); and 3) identify any person(s) involved in, or which you believe may be responsible for the incident(s), along with any witnesses to the incident(s):

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If you believe that others are affected by the alleged violence/violent act, please provide their name and positions:

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If you wish, please describe any corrective action you would like to be taken in response to this complaint:

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Signature of person filing complaint: \_\_\_\_\_

Date complaint filed: \_\_\_\_\_

Signature of person receiving complaint: \_\_\_\_\_

Date complaint received: \_\_\_\_\_

If you need any assistance completing this form or filing this complaint, please request assistance from principal/supervisor unless that individual is responsible for violence/violent act then request assistance from District Administrator. If District Administrator is individual alleged to have been responsible for violence/violent act then request assistance from Board President or a Board member.

Submit all copies of the complaint to the Equity Coordinator (District Administrator) or his/her administrative assistant. The person receiving the complaint will sign and date the complaint. One copy will be returned to the complainant, one copy will be sent to the school, department, or individual named as the responsible party and one copy will be retained by the District Administrator or his/her designee.

DISTRIBUTION:    1<sup>st</sup> copy – District Administrator  
                          2<sup>nd</sup> copy – School/department/individual named as responsible party  
                          3<sup>rd</sup> copy – Complainant

Approved:                School District of Lodi

# School District of Lodi

## Student/Employee School/Work-Related Incident Report

**To Be Completed by the Student or Employee:**

Name:		Grade Level/Job Title:	
Date of Injury:	Time of Injury: <div style="text-align: center;">0am 0pm</div>	Regular Work/School Schedule: Start Time:                      Hrs. per Day:	
Location/Area accident occurred:			
Names of Witnesses:			
In your own words, explain in detail what you were doing immediately before the accident, and how the accident happened:			
Indicate what part of the body was affected ( <i>be specific</i> ):			
Did you fail to use safety devices? 0Yes 0No If so, what devices:			
Did you complete your work/school day on the date of injury? 0Yes 0No....if no, please explain and give time left.			
Do you anticipate missing any work/school days because of this injury? 0Yes 0No If yes, please detail:			
Did you see a physician? 0 Yes.....What clinic or physician_____ on what day___/___/___ 0 No....do you anticipate seeing a physician? 0Yes 0No ( <i>please let the District Office/Principal know if you do!</i> )			
<b>PLEASE NOTE:</b> If you see a physician, please obtain the <b>Attending Physicians Return to Work/School Recommendations Record</b> form for the Doctor to complete.			
What could be done to prevent this type of accident?			
Did you notify your supervisor/principal of this incident? 0Yes 0No If so, who did you notify_____ Date notified:___/___/___			

*I hereby certify the above is true and correct to the best of my knowledge.*

Employee/Student Signature:	Date signed:
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***Staff members - forward this completed form to Donna at the District Office ASAP!***

***Students—forward this completed form to your building principal ASAP!***

## **I. INCIDENT PROCEDURE**

### **A. Incident Defined:**

1. Any time a student or staff member is injured and that injury results in a referral to a doctor or dentist.
2. Involves school equipment or supervisory issues.

**B. Personnel Responsible for Completing Incident Report:** The staff member who witnesses the incident or to whom the incident is reported is responsible for filling out the report. In cases where students are referred to the office for treatment, it is the responsibility of the office personnel to get the incident report to the staff member making the referral. If the student comes to the office by himself or herself, the office personnel providing the treatment should complete the form. In cases where a staff member is injured, the matter should be referred to the school nurse or principal.

**C. Investigation of Incident:** The staff member completing the report may need to investigate the incident to the level that allows them to accurately complete the report. All other investigation will be the responsibility of the principal.

**D. Distribution of Reports:** Principal, health room (binder labeled INCIDENT REPORTS), others as determined by principal.

**E. Location of Blank Reports:** In each health room and with building secretaries. Check with office personnel for the location. If you have any questions regarding this report process, check with your building administrator.

### **F. Type of Report to Complete:**

DESCRIPTION	INCIDENT REPORT	TREATMENT REPORT	DISCIPLINE REPORT
Student fight, no injury			X
Student fight, minor scrapes		X	X
Student fight, significant injury	X	X	X
Student hurt on playground, injury taken care of at scene	NA	NA	NA
Student hurt on playground, sent to health room for treatment		X	
Student hurt on playground, sent to health room, sent to doctor/dentist	X	X	
Student hurt by equipment in building (doors, furniture, gym equipment, etc.), any injury	X	X	
Head injury (phone call to parent also required)	X	X	
All injuries requiring referral to doctor/dentist	X	X	
Student injured during classroom activity, sent for treatment	X	X	
Staff injured while working	<b>Contact Immediate Supervisor Immediately</b>		

### **G. Staff Incident Report Procedure**

1. If injured during work duties, fill out a staff incident report (see next page) immediately or as soon as possible following incident.
2. Make a copy for yourself and send the original to the District Office attention Donna Tooley
3. Follow up appropriately depending on medical need with your physician and administrator.
4. Staff Emergency Card
5. To be filled out yearly and kept in confidential area of office for quick access if necessary.

(A) 7-9-12

## RECORD OF SCHOOL EMPLOYEE EXAMINATION

ss. 118.25(2)(a)(b)(c), 4, 5, and 6—Full text printed on reverse—as amended

\*As a condition of employment, the school board shall require a physical examination, including a chest X-ray or tuberculin test, of every school employee of the school district. Freedom from tuberculosis (TB) in a communicable form is a condition of employment.

*(Section 118.25(2)(a) of the Wisconsin Statutes)*

GENERAL INFORMATION	
Employee Name <i>First, Middle, Last</i>	Birthday <i>(Mo./Day/Yr.)</i>
Address <i>Street, City, State, Zip</i>	

## I. RESULTS OF SCREENING AND DIAGNOSTIC PROCEDURES FOR TUBERCULOSIS

A negative tuberculin skin test (less than or equal to 15 mm induration) or a negative blood test (Quantiferon™, T-Spot™) will satisfy state requirements. If the test is positive (15 mm or greater induration for skin test, positive blood test), a PA and lateral chest x-ray must be taken and a medical evaluation done of risk factors, symptoms, and signs of active TB disease. If a chest x-ray is suspicious for tuberculosis, then additional studies should be performed to determine a diagnosis. Please call the Wisconsin TB Program with any questions about diagnostic tests or protocols (608-261-6319).

A. Mantoux Tuberculin Screening or Test / TB Blood Assay		B. Chest X-ray
Date Applied / Drawn	Date Read / Result	Date of X-ray
Result <b>Screening:</b> _____ <b>Skin test:</b> _____ mm of induration (measured across the forearm)  <b>Blood test:</b> Quantiferon™ T-Spot™ <i>circle the appropriate test</i>  <input type="checkbox"/> Negative <input type="checkbox"/> Positive <input type="checkbox"/> Indeterminate <input type="checkbox"/> Invalid		Interpretation  <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> Normal</span> <span><input type="checkbox"/> Abnormal</span> </div> <input type="checkbox"/> Abnormal, recommend additional studies to rule out active disease

**C. Are there any significant findings which may influence this individual's effectiveness as a school employee?**

☐ No      ☐ Yes *If yes, Please Indicate Result(s) of Findings and Recommended Follow-Up.*


## II. PHYSICIAN'S RECOMMENDATIONS AND CERTIFICATE OF SCHOOL EMPLOYEE EXAMINATION

**THIS WILL CERTIFY THAT I**, the examining physician; licensed to practice medicine in the State of Wisconsin, have examined the above named school employee as required by statute on, \_\_\_\_\_ and find the above named individual

(Date)

☐ To be free      ☐ not to be free from tuberculosis in a communicable form at the time of examination. On the basis of the examination

☐ I do      ☐ I do not recommend this person as physically suitable for employment. The individual named herein has been informed of these recommendations.

Name of Examining Physician	
Signature  	Date

*Return this form to the school district.*

## SECTION 118.25(1) - (6) of the WISCONSIN STATUTES, as amended

**118.25 Health examinations.** (1) In this section "school employee" means a person employed by a school board who comes in contact with children or who handles or prepares food for children while they are under the supervision of school authorities.

(2) (a) As a condition of employment, the school board, except in 1st class cities, shall require a physical examination, including chest X-ray or tuberculin test, of every school employee of the school district. Freedom from tuberculosis in a communicable form is a condition of employment. In the case of a new school employee, the school board may permit the school employee to submit proof of an examination, chest X-ray or tuberculin test complying with this section which was taken within the past 90 days in lieu of requiring such examination, X-ray or test. If the reaction to the tuberculin tests is positive, a chest X-ray shall be required. Additional physical examinations shall be required thereafter at intervals determined by the school board. The school employee shall be examined by a physician in the employ of or under contract with the school district, but if a physician is not employed or under contract, the examination shall be made by a physician selected by the school employee.

(b) Such physical examinations, chest X-rays or tuberculin tests shall not be required of any school employee who files with the school board an affidavit setting forth that the employee depends exclusively upon prayer or spiritual means for healing in accordance with the teachings of a bona fide religious sect, denomination or organization and that the employee is to the best of the employee's knowledge and belief in good health and that the employee claims exemption from health examination on these grounds. Notwithstanding the filing of such affidavit, if there is reasonable cause to believe that such employee is suffering from an illness detrimental to the health of the pupils, the school board may require a health examination of such school employee sufficient to indicate whether or not such school employee is suffering from such an illness. No school employee may be discriminated against by reason of the employee filing such affidavit.

(c) The physician making a physical examination shall prepare a report of the examination upon a standard form prepared by the department of health and family services and the department. Such report shall be retained in the physician's files and the physician shall make confidential recommendations therefrom to the school board and to the school employee on a form prepared by the department of health and family services and the department. The recommendation form shall contain space for a certificate that the person is free from tuberculosis in a communicable form. The cost of such examinations, including X-rays and tuberculin tests, shall be paid out of school district funds.

(3) In counties having a population of less than 500,000, the school board may require periodic health examinations of pupils by physicians, under the supervision of local health departments and the department of health and family services, and may pay the cost of the examinations out of school district funds.

(4) If a health or physical examination made under this section includes the testing of vision, such test may be made by an optometrist. Forms used for reporting such vision tests shall so indicate.

(5) As a condition of employment, special teachers, school psychologists, school social workers, co-operative educational service agency personnel and other personnel working in public schools shall have physical examinations under sub. (2). The employing school district or agency shall pay the cost of such examinations.

(6) As a condition of employment, employees of the state District Administrator whose work brings them into contact with school children or with school employees shall have physical examinations under sub. (2).

## RECORD OF SCHOOL EMPLOYEE DRUG EXAMINATION

\*As a condition of employment or at the recommendation of administration/management, the school board shall require a physical examination, including a drug test, of every school employee of the school district. A finding of being drug-free is a condition of employment in School District of Lodi.

GENERAL INFORMATION	
Employee Name <i>First, Middle, Last</i>	Birthday <i>(Mo./Day/Yr.)</i>
Address <i>Street, City, State, Zip</i>	

I. RESULTS OF SCREENING AND DIAGNOSTIC DRUG TEST
--

A negative screening or negative blood test will satisfy the Board of Education requirements.

A. Drug Screening Test		B. Diagnostic Blood Test	
Date of Test:	Date Read / Result	Date of Test	Date of Read/Result
Result		Result	

**C.** Are there any significant findings that may influence this individual's effectiveness as a school employee?

☐ No     
 ☐ Yes *If yes, Please Indicate Result(s) of Findings and Recommended Follow-Up.*

II. PHYSICIAN'S RECOMMENDATIONS AND CERTIFICATE OF SCHOOL EMPLOYEE EXAMINATION
--

**THIS WILL CERTIFY THAT I**, the examining physician; licensed to practice medicine in the State of Wisconsin, have examined the above named school employee as required by statute on, \_\_\_\_\_ and find the above named individual  
(Date)

☐ To be drug free    ☐ not to be drug free at the time of examination. On the basis of the examination  
☐ I do                      ☐ I do not recommend this person as physically suitable for employment. The individual named herein  
                                  informed of these recommendations.

Name of Examining Physician	
Signature ➤	Date

*Return this form to the school district.*



### Checklist for leaving the District

Checklist	Who is responsible	Notes
Building Keys	Return to Supervisor or Building Principal	
Identification Card	Return to Supervisor or Building Principal	
Network / Email Access	Supervisor or Building Principal notifies Paul Anderson	
Infinite Campus / Website Access	Supervisor or Building Principal notifies Kris Wendorf	
Laptop	Supervisor, Building Principal or Student Services Director(Spec ed staff) notifies Paul Anderson	
IPads/Technology	Supervisor, Director of Students Services or Building Principal	
Confirm Current or Forwarding Address		
Room Check	Supervisor or Building Principal	
<i>Misc. equipment, tools, items issued to department heads for district use.</i>	Department Head / Supervisor	<i>Some departments would benefit from an inventory list of high dollar items that could easily be taken.</i>
<i>Passwords / Pin #'s for any other district issued equipment or systems.</i>	Department Head / Supervisor	<i>Recent employee departures created havoc when it was discovered that there was no record of passwords or pin numbers to access Life / Safety Equipment within the SDL.</i>
Remind staff to not delete shared documents in Google Drive.	Supervisor or Building Principal	
Exit Interview	Building administrator and/or District Administrator	

Is the exit a termination or voluntary?		
Payroll	Payroll Department	
Leave Pay	Human Resources	
Benefits	Human Resources	
When is the party planned for?		

# **Appendix H**

## **New Health Insurance Marketplace Coverage Options and your Health Coverage**



# New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved  
OMB No. 1210-0149  
(expires 5-31-2020)

## PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

### Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

### Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.<sup>1</sup>

**Note:** If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution—as well as your employee contribution to employer-offered coverage—is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after tax basis.

### How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact Brent Richter, Business Manager, at [richtbr@lodi-schools.wi.org](mailto:richtbr@lodi-schools.wi.org) or 608-592-3851 ext. 5482.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](http://HealthCare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

<sup>1</sup> An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

## PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name <b>School District of Lodi</b>		4. Employer Identification Number (EIN) <b>39-6003127</b>	
5. Employer Address <b>115 School Street</b>		6. Employer phone number <b>608-592-3851</b>	
7. City <b>Lodi</b>	8. State <b>WI</b>	9. ZIP code <b>53555</b>	
10. Who can we contact about employee health coverage at this job? <b>Business Manager</b>			
11. Phone number (if different from above) <b>608-592-1052</b>		12. Email address	

IF you are not eligible for health insurance coverage through this employer. You and your family may be able to obtain health coverage through the Marketplace, with a new kind of tax credit that lowers your monthly premiums and with assistance for out-of-pocket costs

# **Appendix I**

## **Business/CIVIC/COMMUNITY GROUP Request for Funds form**



# School District of Lodi

## BUSINESS/CIVIC/COMMUNITY GROUP

### REQUEST FOR FUNDS FORM

The objective of this request form is to provide a method for Lodi School athletics and other extra-curricular groups and activities to request financial assistance from Lodi civic and community organizations and businesses.

#### **Instructions**

1. Complete the first section of this form and drop off to the building principal for administrative review **prior** to requesting funds from a local organization.
2. Individuals requesting money are encouraged to attend club, business or organizational meetings to review requests and address questions.
3. Return to Brent Richter, Business Manager, 115 School Street, Lodi, WI 53555 or email to: [richtbr@lodischoolswi.org](mailto:richtbr@lodischoolswi.org) after the request is approved or denied by club, organization or business.
4. Next step: Items may be ordered by purchasing agent after approval from both administration and organization.

\* Reminder gifts of \$500 or more will be formally accepted by the School District of Lodi Board of Education.

Current Date: \_\_\_\_\_ Amount of Request: \$ \_\_\_\_\_

Requested by: \_\_\_\_\_ Request from: \_\_\_\_\_

Requestor Phone #: \_\_\_\_\_ Date request needed: \_\_\_\_/\_\_\_\_/\_\_\_\_

Department review approval: \_\_\_\_\_ Date request needed: \_\_\_\_/\_\_\_\_/\_\_\_\_

Purpose for the money (be specific and attach additional info as needed; e.g. attach picture of item if possible):

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

----- **School Administration Review** -----  
--

AD/Administrator Signature: \_\_\_\_\_

AD/Administrator Comments: \_\_\_\_\_

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

----- **-Organization/Business Meeting Info -** -----

Date Reviewed: \_\_\_\_\_ Approved / Denied (please circle)

If approved, amount approved \$ \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

# **Appendix J**

## **2018-19**

### **Educator Effectiveness Timeline**



**2018-2019 Educator Effectiveness Timelines**  
**School District of Lodi**

<b>Form</b>	<b>Due Date</b>
Teacher Goal Setting Plan (Includes SLO, Self-Assessment, and Professional Practice Goal)	Submit by October 12, 2018  Mid-term SLO Review Due January 25, 2019  End-of-Year SLO Review due May 10, 2019 (Unless approved by an administrator)
Pre-Observation Conference Record	Submit to your principal prior to your pre-observation conference
Formal Observation/Feedback Form	Your evaluator will schedule a post-conference date with you within 10 days of your formal (announced or unannounced) observation.
Informal Walk-Through Observations	Your evaluator will give you written feedback after each informal walk-through observation.
Documentation Log Uploads (two artifacts for each of standards 2, 4, and 6)	Must be submitted to supervisor by April 12, 2019.
Summative Performance Report	Your evaluator will meet with you to review your Summative Performance Report between May 10, 2019-June 6, 2019