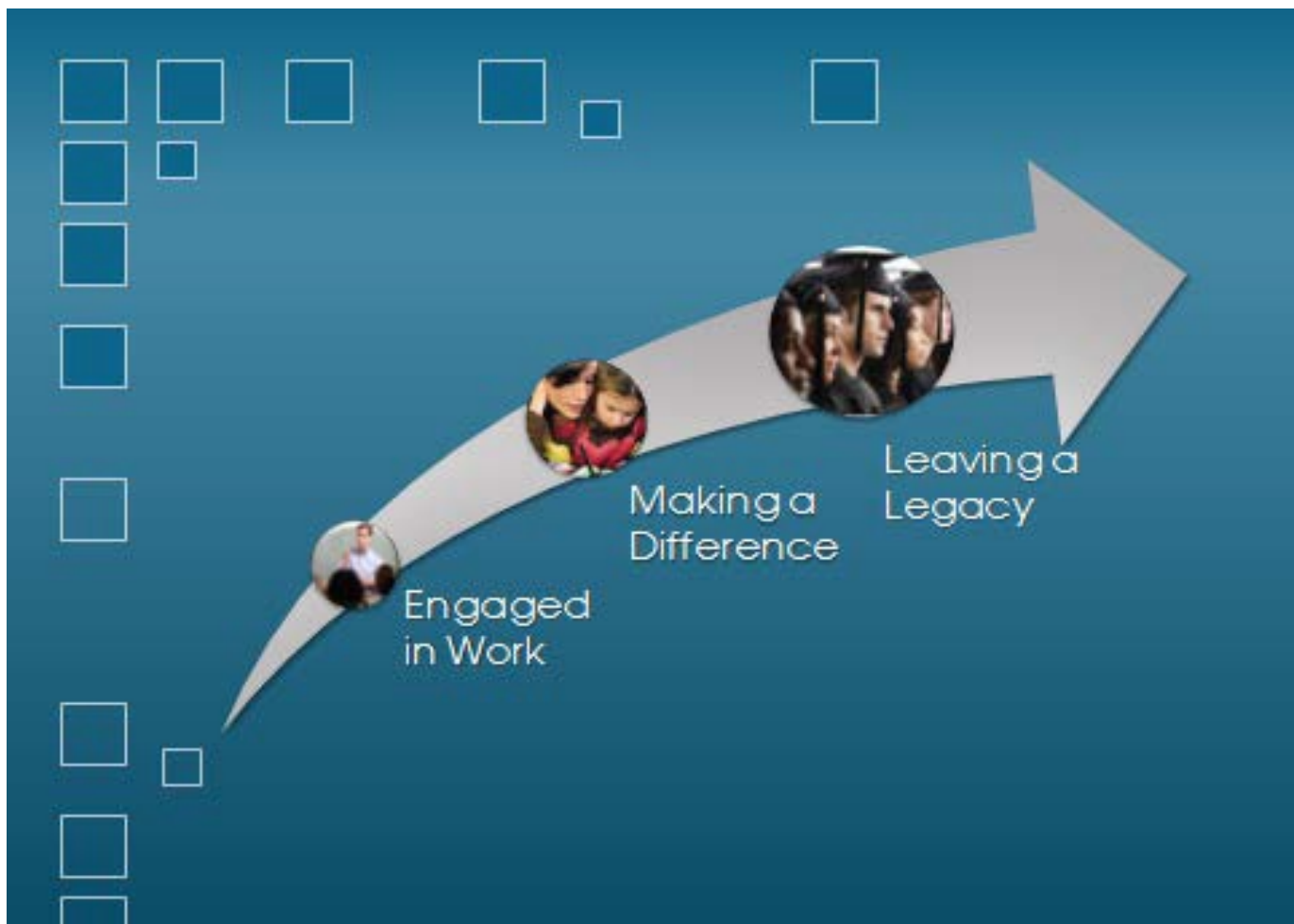


# School District of Janesville Employee Handbook



School District of Janesville  
August, 2013  
Quarterly Update Edition  
Fall/2019  
T.Johnson

## TABLE OF CONTENTS

Place your cursor over the section you wish to read then enter or left click-you will then be taken directly to the page you wish to view. To get back to the Table of Contents insert the number 2 in the page search window.

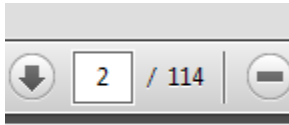


TABLE OF CONTENTS.....	B
EMPLOYEE HANDBOOK ACKNOWLEDGEMENT .....	8
PART I: PROVISIONS APPLICABLE TO ALL STAFF.....	9
<b>SECTION 1: INTRODUCTION .....</b>	<b>10</b>
1.1 About this Handbook.....	10
1.2 Board Goals and Objectives [Board Policy 4100] .....	10
1.3 Guiding Principles .....	10
1.4 Definitions .....	11
<b>SECTION 2: EMPLOYMENT LAW .....</b>	<b>13</b>
2.1 Equal Opportunity [Board Policy 4110].....	13
2.2 Family and Medical Leave Act (FMLA).....	13
2.3 Harassment [ <i>4110.1 Employment Discrimination Complaint Procedure; 4110.2 Discrimination Complaint Form; 4110.5 Employee/Applicant Request for Accommodation; 4110.3 Complaint Procedure relative to Employee Sexual Harassment; 4110.4 Sexual Harassment Report Form</i> ] .....	15
2.4 Complaint Procedure Relative to Employee Sexual Harassment [ <i>Board Policy 4110.3 Complaint Procedure relative to Employee Sexual Harassment</i> ].....	15
<b>SECTION 3: GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS .....</b>	<b>18</b>
3.1 District Expectations.....	18
3.2 Attendance .....	18
3.3 Child Abuse Reporting [ <i>Board Policy 5451 &amp; Administrative Regulation 5451.1</i> ] .....	18
3.4 Reporting Imminent Threats .....	18
3.5 Communications.....	19
3.6 Communications through Electronic Resources .....	19
3.7 Confidentiality [ <i>Board Policy 5500 and Administrative Regulation 5500.1</i> ] .....	21
3.8 Dangerous Weapons [ <i>Board Policy 4139</i> ] .....	22

3.9	Drug, Alcohol, and Tobacco Free Workplace [Board Policy 3645, 4132, 4133]	22
3.10	Employee Ethical Code [Board Policy 4120]	23
3.11	Employee Identification Badges	23
3.12	Inclement Weather	23
3.13	Licensure/Certification	25
3.14	Employee Dress Code	25
3.15	Personnel Records [Board Policy 4150]	26
3.16	Political Activity [Board Policy 1311]	26
3.17	Workplace Safety	26
3.18	Work Schedules, Hours of Work, and Overtime	27
3.19	Violence/Bullying in the Workplace	28
3.20	Required Vehicle Use by Employee	29
<b>SECTION 4: TRAINING AND DEVELOPMENT</b>		<b>30</b>
4.1	Expectations	30
4.2	Time Allocation for Training and Development	30
<b>SECTION 5: GRIEVANCE PROCEDURE</b>		<b>31</b>
5.1	Grievance Procedure	31
5.2	Employee Grievance Form	36
<b>SECTION 6: OPERATIONAL REVIEW: CORRECTIVE ACTION/REMEDIATION PLAN, DISCIPLINE AND TERMINATION</b>		<b>37</b>
6.0	Introduction	37
6.1	Remediation for Performance	37
6.2	Corrective Action for Unacceptable Behaviors	37
6.3	Termination	38
6.4	Grievance Process	38
6.5	Documentation	38
6.6	Representation	38
<b>SECTION 7: PAYROLL</b>		<b>39</b>
7.1	Payroll Checks [Board Policy 4141]	39
7.2	Time Sheets	39
7.3	Paycheck Issuance Dates	39

7.4	Direct Deposit.....	39
7.5	Yearly Contractual Salary Installments.....	39
7.6	Payroll Deductions.....	39
<b>SECTION 8: COMPENSATION AND EXPENSE REIMBURSEMENT .....</b>		<b>40</b>
8.01	Compensation and Expense Reimbursement.....	40
<b>SECTION 9: WORKER’S COMPENSATION .....</b>		<b>41</b>
9.1	Worker’s Compensation.....	41
9.2	Employee Responsibilities.....	41
9.3	Benefits While on Worker’s Compensation Leave .....	41
9.4	Injuries Not Covered by Worker’s Compensation.....	42
<b>SECTION 10: LEAVES.....</b>		<b>43</b>
10.1	Paid Time Off [Board Policy 4151].....	43
10.2	Personal Leave.....	45
10.3	Paid Holidays .....	46
10.4	Paid Vacation.....	47
10.5	Jury Duty.....	48
10.6	Leaves for Funeral, Personal Court Appearances Family Graduations, .....	48
10.7	One-Time “Chance of a Lifetime” Leave [Board Policy 4252] .....	49
10.8	Religious Observance .....	49
10.9	Professional Work or Public Service Activity [Board Policy 4252 & 4254] .....	49
10.10	Uniformed Services Leave of Absence [Board Policy 4255] .....	49
10.11	Leave for Adoption of a Child .....	49
10.12	Union Leave.....	49
10.13	Emergency Leaves, Short Term Leaves of Absence [Board Policy 4252] .....	50
10.14	FMLA and Non-FMLA Medical Leave.....	50
<b>SECTION 11: BENEFITS FOR EMPLOYEES.....</b>		<b>52</b>
11.0	Introduction.....	52
11.1	Health, Dental, and Prescription Drug Insurance .....	52
11.2	Group Life Insurance .....	52
11.3	Long Term Disability Insurance .....	52
11.4	Wisconsin Retirement System.....	52

11.5	Voluntary Short-term Disability Insurance.....	53
11.6	Flexible Benefits Plan.....	53
11.7	Voluntary Vision Insurance.....	53
11.8	Term Life Insurance.....	53
11.9	Tax Sheltered Annuity Program.....	53
11.10	Employee Assistance Program [Board Policy 4135].....	53
<b>SECTION 12: WORK STOPPAGE .....</b>		<b>54</b>
12.01	Work Stoppage.....	54
<b>SECTION 13: CONFORMITY TO LAW .....</b>		<b>55</b>
13.01	Conformity to Law.....	55
<b>SECTION 14: EARLY RETIREMENT BENEFITS.....</b>		<b>56</b>
14.01	Early Retirement Benefits[Board Policy 4500 and Administrative Regulations4500.1, 4500.2 and 4500.3].....	56
<b>PART II: PROFESSIONAL LICENSED STAFF/NON-ADMINISTRATIVE .....</b>		<b>61</b>
<b>SECTION 1: DISCIPLINE, TERMINATION, NONRENEWAL .....</b>		<b>62</b>
1.1	Standard for Nonrenewal for Full-Time Teachers.....	62
1.2	Voluntary Termination.....	62
1.3	Discipline and Involuntary Termination.....	62
1.4	Representation.....	62
1.5	Disciplinary Materials.....	62
<b>SECTION 2: PROFESSIONAL HOURS AND WORK DAY .....</b>		<b>63</b>
2.0	Introduction.....	63
2.1	Work Day for Professional Licensed Staff Assigned to Schools.....	63
2.2	Attendance at School and District Sponsored Events.....	63
2.3	Flexible Scheduling During Workweek.....	63
2.4	Emergency School Closings.....	63
2.5	Differential Pay for Professional Staff.....	63
<b>SECTION 3: PROFESSIONAL DEVELOPMENT AND TRAINING .....</b>		<b>65</b>
3.0	Introduction.....	65
3.1	Newly Hired Licensed Professional Staff.....	65
3.2	Professional Development and Training/New and Current Professional Licensed Staff.....	65

3.3	Staff Responsibilities Regarding Professional Development.....	65
<b>SECTION 4: VACANCIES, ASSIGNMENTS &amp; TRANSFERS.....</b>		<b>66</b>
4.0	Introduction.....	66
4.1	Vacancies.....	66
4.2	Assignment Consideration/Voluntary Transfer Request.....	66
4.3	Transfers.....	66
<b>SECTION 5: REDUCTION AND/OR ELIMINATION OF POSITIONS.....</b>		<b>67</b>
5.1	Reasons for Reduction or Elimination of Positions .....	67
5.2	Notice of Reduction or Elimination .....	67
5.3	Selection for Reduction or Elimination.....	67
5.4	Reemployment Process.....	67
<b>SECTION 6: RESIGNATIONS.....</b>		<b>68</b>
6.1	Resignation.....	68
6.2	Resignation Process.....	68
6.3	Liquidated Damages .....	68
<b>SECTION 7: SUPERVISION AND EVALUATION OF PROFESSIONAL LICENSED STAFF.....</b>		<b>69</b>
7.1	Supervision and Evaluation [ <i>Board Policy 4231</i> ] .....	69
7.2	Supervision and Evaluation of Licensed Staff.....	69
<b>SECTION 8: PROFESSIONAL LEAVES.....</b>		<b>70</b>
8.1	Exchange Teacher Leaves [ <i>Board Policy 4257</i> ].....	70
8.2	Sabbatical Leave [ <i>Board Policy 4258 &amp; Administrative Regulation 4258.1</i> ] .....	70
PART III: CLASSIFIED STAFF .....		71
<b>SECTION 1: DISCIPLINE AND TERMINATION.....</b>		<b>72</b>
1.00	Introduction.....	72
<b>SECTION 2: HOURS OF WORK AND WORK SCHEDULES.....</b>		<b>73</b>
2.0	Introduction.....	73
2.1	Regular Hours of Work .....	73
2.2	Lunch Periods and Other Break Times .....	73
2.3	Flexible Scheduling During Work Week .....	73
2.4	Reduction in Scheduled Hours .....	74
2.5	Attendance at Meetings.....	74

2.6	Emergency Scheduling .....	74
2.7	Differential Pay for Classified Staff.....	74
<b>SECTION 3: OVERTIME.....</b>		<b>76</b>
3.0	Introduction.....	76
3.1	Overtime Assignments .....	76
<b>SECTION 4: TRAINING AND DEVELOPMENT .....</b>		<b>77</b>
4.0	Introduction.....	77
4.1	Time Allocation for Training and Development .....	77
<b>SECTION 5: VACANCIES, ASSIGNMENTS, TRANSFERS .....</b>		<b>78</b>
5.0	Introduction.....	78
5.1	Vacancies.....	78
5.2	Selection Process.....	78
5.3	30 and 90 Day Review for New and Promoted Employees .....	78
5.4	Assignments .....	78
5.5	Seasonal Assignments .....	78
<b>SECTION 6: RESIGNATIONS .....</b>		<b>79</b>
6.00	Introduction.....	79
<b>SECTION 7: SUPERVISION AND EVALUATION.....</b>		<b>80</b>
7.01	Evaluation of Staff .....	80

## EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

*(To be signed and returned to the Administrative and Human Services Department/ESC Building.)*

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*All employees must sign this Employee Acknowledgement page and a copy of the Standards of Professional Behavior. The signed Employee Acknowledgement page and the Standards of Professional Behavior should be submitted to the Administrative and Human Services Department. Human Resources will maintain these signed documents in the employee's personnel file. Employees will be required to acknowledge receipt of both the Employee Handbook and the Standards of Professional Behavior through the Mandatory Reporting website provided at the beginning of each school year. After the employee ceases employment with the District, the District will maintain this record pursuant to records retention schedule, or if none, for a period of no less than 7 years.*





SCHOOL DISTRICT OF JANESVILLE  
EMPLOYEE HANDBOOK

# ***PART I:***

# ***PROVISIONS APPLICABLE TO ALL STAFF***

# **SECTION 1: INTRODUCTION**

## **1.1 About this Handbook**

Employees Covered: This *Handbook* is provided as a reference document for the School District of Janesville (hereinafter referred to as “District” and “SDJ”). It is intended to provide all employees of the District with information regarding their employment with the District. Throughout this *Handbook* references are made to SDJ Board Policies, Administrative Regulations and Procedures, SDJ Professional Standards, SDJ Guiding Principles and other sources that support employment procedures, employee expectations and employee responsibilities.

Disclaimer: The language that appears in the *Handbook* is not intended to create, nor is it to be interpreted as a contract between the SDJ and any one or all of its employees. Nothing contained in this *Handbook* is intended to be, nor should it be understood, as a guarantee that employment or any employment benefit will be continued for any period of time, except as mandated by state or federal law. The provisions set forth in this *Handbook* replace any and all prior personnel policies, procedures, and practices, whether written, verbal or established by past practice.

The District reserves the right to modify, rescind, suspend, supplement, or terminate any or all such policies, procedures, and practices in whole or in part, at any time as it deems appropriate with or without notice. Final interpretation and implementation of any sections in this *Handbook* are vested solely with the District.

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 SDJ Board of Education. Copies of Board Policies and Administrative regulations are available on the District website at [www.janesville.k12.wi.us](http://www.janesville.k12.wi.us).

## **1.2 Board Goals and Objectives [\[Board Policy 4100\]](#)**

In formulating specific policies, the Board has tried to work toward these goals:

- A. To recruit, select and employ the best qualified personnel within reasonable fiscal policy and budget limitations.
- B. To provide an appropriate in-service training program for all employees.
- C. To deploy personnel and ensure that they are utilized as effectively as possible.
- D. To conduct an employee appraisal program that will help to contribute to the continuous improvement of staff performance.
- E. To develop an employee compensation program sufficient to attract and retain highly qualified employees within reasonable fiscal policy and budget limitations.
- F. To develop the quality of human relationships conducive to maximum employee performance and satisfaction.

## **1.3 Guiding Principles**

These Guiding Principles were devised by a committee of administrators and board members as they sought to understand the magnitude of the work involved with creating the *SDJ Employee Handbook*. They represent what SDJ holds most important. They were adopted by the Janesville Board of Education on August 28, 2012.



The SDJ will prepare students to be competitive in the global workforce.



The SDJ will foster collaboration, creativity, critical thinking, problem solving, communication and innovation.



The SDJ will support consistent implementation of best practices to achieve excellence.



The SDJ will recruit, retain and recognize high performing employees that embody the standards of integrity and accountability through the Standards of Professional Behavior.



The SDJ is committed to the continuous development, coaching, and support of our employees.



The SDJ will continue to adhere to strict standards of achievement and excellence.

#### 1.4 Definitions

- A. Board: This term refers to the nine (9) elected members of the Board of Education.
- B. Temporary Employee: Temporary Employee is defined as a person hired for a specific project for a specific length of time. A Temporary Employee has no expectation of continued employment.
- C. Limited Term Employee: A Limited Term Employee is a certified employee hired under contract for a specific length of time. A Limited Term Employee has no expectation of continued employment.
- D. Regular Employees: Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year.

Categories associated with Regular Employees include:

1. Full-Time Twelve Month Employees,
2. Full-Time School Year Employees,
3. Part-Time Twelve Month Employees,
4. Part-Time School Year Employees.

Full-Time status is defined as 35 or more hours per week.

Part-Time is defined as less than 35 hours per week.

- E. School Year: School Year is defined by the adopted school calendar.
- F. Exempt Employees: Employees that are not entitled to overtime pay for hours worked in excess of 40 hours per week.
- G. Non-Exempt Employees: Employees that are entitled to overtime pay for hours worked in excess of 40 hours per week.
- H. Staff Groups (based on contract, intent to rehire, or conditional offer):
  1. **Administrators include**: Directors, Chief Financial Officer, Chief Information Officer, Assistant Directors, Principals, Assistant Principals, Superintendent, Assistant Superintendent
  2. **Professional Staff includes**: all non-administrative licensed professional staff: Teachers, Therapists, Therapist Assistants, Nurses, Educational Interpreters, Psychologists, Counselors, Social Workers, Coordinators.
  3. **Admin Support Staff includes**: Communications Specialist, Department Managers, Assistant Department Managers, IT Staff, Assistant Board Clerk, Benefits Specialist, Administrative Assistant to Assistant Superintendent/HR Manager, and Assistant Communications Specialist.
  4. **Non-Admin Support Staff includes**: Kitchen Managers, Youth Advocates, FRC Coordinators, Graduation Coaches, Homeless Liaison, and Confidential Staff.
  5. **Classified Staff includes**: Maintenance, Custodial, Food Service, Administrative Assistants, Clerks and Paraprofessionals.
- I. Substitute Employees: Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence. Substitute employees are considered Variable Hour Employees.
- J. Supervisors: A SDJ employee designated to perform the functions of a supervisor to another employee, department, or group of employees. Supervisory duties may include evaluation, scheduling, and development, recognition and discipline of employees.
- K. Variable Hour Employee: Employee whose schedule cannot be definitively known in advance. The employee's hours vary such that it is not possible to determine as of the date of hire whether the employee will work 30 weekly hours or more during their period of employment.

## **SECTION 2: EMPLOYMENT LAW**

### **2.1 Equal Opportunity [\[Board Policy 4110\]](#)**

It is the policy of the Board that no employee shall be subjected to illegal discrimination under any program or activity and in employment. SDJ is an equal opportunity employer. Personnel hiring and administration in the District shall be conducted so as not to discriminate against applicant or employee on the basis of sex or sexual orientation, race, color, national origin, age, religion, pregnancy, marital status, disability or handicap, creed, political affiliation, citizenship, ancestry, arrest record, conviction record not substantially related to the nature of a person's job or activity in the school, membership in the National Guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin, use or nonuse of lawful products during non-working hours, or any other reason prohibited by state or federal law.

The SDJ complies with the following laws:

- A. Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin;
- B. The VII of the Civil Rights Act of 1964, which prohibits discrimination in all employment practices on the basis of race, color, religion, sex, or national origin;
- C. Title IX of the Education Amendments Act of 1972, which prohibits employment discrimination on the basis of sex with regard to educational programs or activities and employment practices; and
- D. Section 504 of the Rehabilitation Act of 1973, which prohibits employment discrimination on the basis of handicap.
- E. American with Disabilities Act.

Reasonable accommodations shall be made for qualified individuals with a disability or handicap, unless such accommodations would impose an undue hardship to the District. Employees wishing to apply for such accommodations should contact the District's Benefit Specialist.

### **2.2 Family and Medical Leave Act (FMLA)**

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. 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. Employees interested in receiving more information on rights or eligibility or wishing to apply for leave under the Family and Medical Leave Act should contact the District's Benefits Specialist.

#### **Basic Leave Entitlement**

FMLA requires covered employers to provide 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 one year of the child's birth of 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.

### **Benefits and Protections**

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 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 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 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**

An employee 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.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**

**For additional information:** 1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

### **WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor Wage and Hour Division  
WHD Publication 1420 · Revised 04/2016

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

**2.3 Harassment** [[4110.1 Employment Discrimination Complaint Procedure](#); [4110.2 Discrimination Complaint Form](#); [4110.5 Employee/Applicant Request for Accommodation](#); [4110.3 Complaint Procedure relative to Employee Sexual Harassment](#); [4110.4 Sexual Harassment Report Form](#)]

Harassment and other similar activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee’s work performance are prohibited.

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 practices. 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.

**2.4 Complaint Procedure Relative to Employee Sexual Harassment** [[Board Policy 4110.3 Complaint Procedure relative to Employee Sexual Harassment](#)]

- A. Purpose: Employees of SDJ have the right and can expect to work in an environment free of sexual harassment. It is the responsibility of the school administration to provide employees with a working environment free of any form of sexual harassment. All employees are charged with the responsibility of knowing what constitutes sexual harassment and with whom they may seek to file a complaint if desired.
- B. Definition: Sexual harassment is an unlawful form of discrimination on the basis of sex under state and federal laws and regulations. Some forms of sexual harassment may also constitute criminal conduct resulting in criminal penalties.

Sexual harassment is defined as, what to a reasonable person would be interpreted as, unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal, written, or physical conduct of a sexual nature directed at a person of the same or opposite gender that occurs on school property or at a school-sponsored event. Sexual harassment must include a pattern of behavior that is considered to be severe, pervasive, and objectively offensive. A pattern of severe, pervasive and objectively offensive behavior is established when it is directed more than once at the same employee.

The following circumstances would constitute sexual harassment:

1. When submission to such conduct is made, explicitly or implicitly, a term or condition of employment, instruction, or participation in other school activities.
2. When submission to or rejection of such conduct by an individual is used by the offender as the basis for making personal and/or professional decisions affecting the individual subjected to sexual advances.
3. When such conduct has the effect of interfering with the individual's employment or creating an intimidating, hostile, or offensive working or learning environment. This includes, but is not limited to repeated deliberate verbal or physical conduct of a sexual nature, that is sufficiently severe to interfere substantially with an employee's work performance or sufficiently severe to create an intimidating, hostile or offensive work environment. This also includes, but is not limited to unsolicited gestures or comments of a sexual nature, or the display of offensive sexually graphic materials which are unnecessary for business purposes.

Sexual harassment is a form of sexual discrimination in employment: it may be physical, such as, but not limited to, unwelcome touching or interference with movement; verbal, such as but not limited to, epithets, derogatory comments or slurs; or visual, such as, but not limited to, the display of derogatory cartoons, drawings, or posters.

#### C. Employee Procedures

1. The policy on sexual harassment and this regulation apply to all sexual harassment incidents involving School District of Janesville employees. The policy addresses a pattern of incidents committed by a person of either sex against a person of the opposite or same sex and establishes that it is against policy and recognizes that it is unlawful for SDJ employees to commit acts of sexual harassment or be subjected to acts of sexual harassment by students or staff members.
2. It is the responsibility of all employees of the SDJ to recognize acts of sexual harassment and take prompt action.
3. Any employee may seek guidance and/or support in addressing matters related to sexual harassment or inappropriate behavior of a sexual nature. The Department of Administrative and Human Services is available for these services.

#### D. Filing a Complaint

1. Any SDJ employee, who believes that he/she has been subjected to a pattern of sexual harassment by a student or staff member, should report such conduct immediately. A copy of the sexual harassment policy for the SDJ including the Sexual Harassment Complaint Form shall be given to the complainant.
2. The report may be made verbally or in writing.
3. The report may be made to the Director or Assistant Director of Administrative and Human Services, principal, assistant principal or Title IX officer for the school district.

#### E. Investigating a Complaint



1. Every complaint must be reported to the Director or Assistant Director of Administrative and Human Services either by the complainant or by the person receiving the complaint.
2. The Director or Assistant Director of Administrative and Human Services will, as expeditiously as practical, in writing, notify the person alleged to have committed an act(s) of sexual harassment of the specific allegations. A copy of the sexual harassment policy of the School District of Janesville shall be included with the notification.
3. The proposed timeline for the investigation shall be noted in the letter.
4. Once a verbal or written report has been filed an investigation must be initiated by the Department of Administrative and Human Services possibly in coordination with the Student Services Department. Every effort will be made to conclude the investigation within thirty (30) work days.

F. Investigation Purposes and Guidelines

The purpose of an investigation will be to:

1. Gather information to determine whether a violation(s) has occurred;
2. Determine what steps are required to stop harassment; and
3. Determine what, if any, disciplinary actions will be taken.

G. Investigation Considerations

1. The full circumstances of the situation will be considered in the investigation of sexual harassment complaints.
2. In determining whether the alleged conduct constitutes sexual harassment, consideration shall be given to the record of the incident as a whole and to the totality of the circumstances, including the context in which the alleged incidents occurred.
3. An effort will be made to render findings and recommendations within fifteen (15) working days of the conclusion of the investigation. The complainant and alleged harasser will receive written notification of the findings of the investigation.
4. There will be no adverse action taken against an individual for reporting an incident, or participating in or cooperating with an investigation of an alleged incident.
5. Confidentiality will be preserved consistent with applicable laws and the SDJ's responsibility to investigate and address such complaints.
6. Any attempt at retaliation by the alleged harasser toward the complainant will be met with appropriate disciplinary action by the building principal or District Administrator/designee.
7. In the event the complainant is a minor, parent(s) will be contacted.
8. Any employee who violates the sexual harassment policy will be subject to disciplinary action. Such action could include but not limited to verbal or written reprimand, professional counseling, reassignment, demotion, suspension, or termination.
9. Investigation findings can be appealed under Board Administrative Regulation 4110.1 regarding employee sexual harassment complaints.

- H. Dissemination of Information: There will be publication and dissemination of information to all SDJ employees that will inform them of the sexual harassment policy, what sexual harassment is, what the individual can do, and where to go for help. Information about sexual harassment will be distributed by the Department of Administrative and Human Services in conjunction with the District Title IX officer.

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

### **3.1 District Expectations**

The District expects its employees to abide by the District's [Standards of Professional Behavior](#). Each employee is expected to review and sign a copy of the Standards of Professional Behavior as part of the hiring process. The employee's signature serves as verification that the employee has read and understands the Standards of Professional Behavior.

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

### **3.2 Attendance**

The SDJ places great emphasis on employee attendance. Absences or tardiness places an extra burden on co-workers and undermines the quality of service that is provided to students, parents, community, and other stakeholders. It is each employee's responsibility to be on the job, on time each day, and fully able and ready to work.

Employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approval for time off from work (refer to Section 10 of this Handbook for more information about Leaves, Holidays, and Vacations). Any deviation from assigned hours must have prior approval from the employee's Supervisor.

- A. Unexcused Absence: An Unexcused Absence is defined as failing to report to work for a scheduled shift or workday without having secured preapproved leave.
- B. Tardiness: Tardiness is defined as failing to report to work at the scheduled start time of an employee's shift or workday. Tardiness also includes failing to report back to work on time after a scheduled lunch or break period, without having preapproval to report late from one's supervising administrator or manager.
- C. Reporting Absences and Tardies: Employees must follow procedures to report absences and/or tardiness to their supervising administrator or manager. Employees should also follow any procedures for securing substitutes for the duration of the absence.
- D. Leave During Work Day: Employees must receive pre-approval for mid-dayleave.

The District will monitor attendance and tardiness and address problematic patterns with individual employees. An employee who misses two consecutive days of work without approval and/or notification may be considered to have voluntarily quit their job.

### **3.3 Child Abuse Reporting [\[Board Policy 5451 & Administrative Regulation 5451.1\]](#)**

State law requires that all public school employees who in the performance of their duties have reasonable cause to suspect a child has been abused or neglected or have reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect will occur, shall make a child abuse or neglect report to the appropriate authorities.

### **3.4 Reporting Imminent Threats**

State law requires that all public school employees report to local law enforcement if the person believes in good faith, based on a threat made by an individual seen in the performance of their duties regarding violence in or

targeted at a school, that there is a serious and imminent threat to the health or safety of a student or school employee or the public. State law mandates that training related to the reporting of threats of violence be completed within the first six months of employment with a school district and once every five years thereafter.

### **3.5 Communications**

The SDJ believes that effective communication is a key component in the successful operation of the District. The employee who effectively communicates considers 1) the way in which they communicate; 2) the clarity of the message or information; 3) who is receiving the message; 4) what environment they are in when they are communicating; and 5) the reason behind the communication.

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

### **3.6 Communications through Electronic Resources**

#### A. Electronic Resources-General Information

SDJ provides electronic resources to staff and students, and allows personal devices on selected networks, as a means to further the educational mission, goals, and objectives of the District. These resources include, but are not limited to, Internet access, hardware, software, data, network resources, electronic communication tools, web sites, social media, instant messaging, forums, blogs, and image/video sites. These resources provide access to global information and communication, including research, information sharing, and the exchange of ideas. Access to these resources is a privilege, not a right; this privilege may be monitored, restricted, or revoked at any time without notice.

#### B. District Filtering and Local, State, and Federal Compliance

While the District believes the benefits and values of broad access to electronic resources far exceeds the disadvantages, some material may be inaccurate, illegal, defamatory, or offensive. To that end, the SDJ complies with all local, state, and federal laws and has taken precautions to filter inappropriate materials so that staff and students are protected within reason; however, the District does not warrant the effectiveness of these precautions.

#### C. Foundational Behavior Beliefs

SDJ's Standards of Professional Behavior serve as a foundational guide to foster and promote appropriate, prudent, and conservative use of electronic resources. District electronic resources may not be used for illegal or unlawful purposes, including, but not limited to copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, cheating, intimidation, forgery, impersonation, solicitation, discrimination, or political advocacy, nor may they be used for personal gain, advocacy, or promotion.

Staff are directed to never engage in inaccurate, offensive, disruptive, or potentially harmful communication or data sharing.

Some examples include, but are not limited to:

1. Data or images that misrepresent accurate, fact-based, provable information

2. Images that are pornographic, erotic, lewd, or lascivious
3. Information, images, or instructions related to any aspect of physical harm
4. Slurs, comments or innuendoes that focus on age, gender, sex, sexual orientation, race, religious beliefs, political affiliations, national origin, or disabilities.
5. Information or images intended to frighten, intimidate, threaten, abuse, annoy, harass or bullying.
6. Any activities that invade privacy.

D. Network ID and Network Password

To protect personal and professional data, all staff will be provided a network ID and password to access electronic resources. At no time, or for any reason, may staff members use another's ID or password, or provide their own ID or password to someone else. It is the responsibility of each staff member to maintain strong and confidential passwords and to fail to do so may result in disciplinary action, up to and including termination.

Should personal or professional data be compromised, the District will not be liable for any data or information that may become lost, damaged, or unavailable due for any reason. The District is not liable for losses, claims, or demands against the District, or the use of technology resources by any other party.

It is best practice to change your passwords periodically, as this helps protect your personal and private information. If you have questions about changing your passwords, contact your Innovation Specialist or contact a member of the IT staff.

E. Social Media

Social Media are defined as, but not limited to, Internet forums, weblogs, social blogs, micro blogging, wikis, social networks, podcasts, photograph, picture, or video sharing sites, ratings and opinions sites, and social bookmarking.

1. Professional Use

The use of social media for professional purposes is encouraged to promote student engagement, provide instructional relevance, and foster communication with students. Staff and coaches may also use social media to support school sanctioned or sponsored student activities. For school sanctioned use, faculty and staff MUST use their SDJ e-mail address. For example: A staff member or coach who wanted a professional Facebook account would create an account using their @[janesville.k12.wi.us](mailto:janesville.k12.wi.us) e-mail address. As always, when using social media professionally, comments, posts, and other content must be professional in nature, age appropriate, and in compliance with all Board of Education policies and SDJ Standards of Professional Behavior.

Social Media in the Classroom

- Staff should work with their building principal whenever they are considering a new use of social media or digital communication within the classroom.
  - Only use your @janesville.k12.wi.us address. This is for your protection and the District's. There are many laws pertaining to public records, and student records, that must be adhered to. Using your District-provided account is required.
  - Staff should only use password-protected social media sites available.
  - Always use common sense and professional judgement when contacting students through social media.
  - Communications must be age-appropriate and related directly to a student's education, participation, engagement, or attendance.

2. Personal Use

Personal use of e-resources and social media on District time should be limited, and should not involve more than a trivial amount of one's day. When using social media personally, staff and coaches are expected to exercise prudent and conservative judgment regarding posts, comments, and other content. ***When using social media for personal reasons, no faculty or staff member should "friend" a student for any reason nor should staff or coaches communicate with students or parents through personal accounts.***

If staff use social media on their own time, outside of work, the District will not generally regulate or monitor such conduct. However, the District may choose to monitor staff personal use of social media if (1) the staff member identifies him/herself as a District employee or coach, (2) the activities outside of work affect the staff member's job performance or the performance of other employees and coaches, (3) the social media activities involves District students, and (4) the activity is harmful to the District's interests.

### 3. General Considerations

Even with the most stringent privacy settings, when posting online comments that are related to school, students, families or the district, even in a personal capacity, staff should act as if all comments/postings are in the public domain. Use caution when posting any comments and/or images to the internet that may reflect negatively on the District, or on your professional image. Be advised that failure to adhere to these guidelines may result in disciplinary action, up to and including termination.

When using social media for either professional or personal use, employees and coaches need to keep in mind that they are responsible for what they publish with social media tools and should consider the following:

- a. Does what I am publishing represent the permanent digital footprint the District wants to portray to students, colleagues, parents, and community members?
- b. Does my professional or personal use of social media with students maintain appropriate boundaries?
- c. Does your online behavior reflect the same standards of professionalism, respect and integrity as your face-to-face communications?

#### E. Employee Privacy Expectations When Utilizing District Electronic Resources

As a condition of use, users understand that they have no expectation of privacy in anything they create, store, send, disseminate or receive via the school district's technology and networks. [\[Board Policy 6724\]](#)

The District reserves the right to review all data and communications and may exercise that right without notice. The District may choose to use a variety of geo-location software(s) to protect and find lost or missing mobile devices, which may include the use of the asset's internal components, including, but not limited to: cameras, microphones, GPS, wireless, etc. Staff are hereby notified that there is no implied or expressed personal or professional privacy when utilizing district electronic resources either from district assets or personal devices on the District's wired or wireless networks. Staff must comply with all local, state, or federal laws, including all policies, administrative rules, and codes of conduct, user agreements, and any other guidelines for professional behavior, regardless of written consent. Failure to follow the procedures and prohibition listed within this document may result in the loss electronic resource access, disciplinary action, employment termination, and/or prosecution.

### 3.7 Confidentiality [\[Board Policy 5500 and Administrative Regulation 5500.1\]](#)

#### A. Confidentiality with Regard to Students

The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information.

To protect the confidentiality and proper dissemination of student records, persons who have access to such information as provided by law shall contact the school office in advance for an appointment so that a staff member is available to provide the information requested and so that assigned duties of staff members will not be interrupted.

Primary responsibility for maintaining the confidentiality of student records shall rest with the District Administrator or his/her designee.

Progress Records shall be maintained confidential except when an adult student or parent or guardian of a minor student shall, upon request, be shown and provided with a copy of such records, or as otherwise permitted by law.

**B. General Reminders about Confidentiality**

In addition to student information, confidentiality is expected in other areas, including certain employee or District business information and information protected by HIPAA (Health Insurance Portability and Accountability Act). HIPAA is a federal act requiring companies with group health plans to keep all medical records private.

As an SDJ employee you may be exposed to sensitive and/or confidential information and materials from time to time. Some positions require an employee to have access to confidential information on a regular basis. In these cases information or materials that would be considered confidential will be limited to those who need the information in order to fulfill professional responsibilities. Administrators and Department Managers will communicate guidelines for maintaining confidentiality consistent with the job descriptions of employees under their supervision.

Subsequent to any security or confidentiality breach a thorough review of the incident will occur. Employees who are found to have disclosed confidential materials or information will face consequences that may include termination of their employment.

**3.8 Dangerous Weapons [[Board Policy 4139](#)]**

**3.9 Drug, Alcohol, and Tobacco Free Workplace [[Board Policy 3645](#), [4132](#), [4133](#)]**

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

**A. Tobacco Use**

The use of any tobacco products, including papers used to roll cigarettes and/or the smoking of electronic, “vapor,” or other substitute forms of cigarettes, shall be prohibited in all school district buildings, on school district grounds, and in school district vehicles. Employees who violate the District’s Tobacco Use policy will be subject to normal disciplinary procedures.

**B. Drugs and Alcohol-Free Workplace**

The District prohibits the manufacture, distribution, dispensation, possession, use of or presence under the influence of illegal drugs, controlled substances, and/or alcohol by an employee on school property, in District-owned or contracted vehicles, or while engaged in extra duty assignments or school sponsored activities, or during the work day.

Employees on duty shall not use or take prescription drugs above the level recommended by the prescribing physician and shall not use prescribed drugs for purposes other than those for which they are intended.

Employees shall not dispense prescription drugs to others while engaged in extra duty assignments or school sponsored activities or during the work day unless authorized to do so.

C. Drug and Alcohol Testing Based Upon Reasonable Suspicion

Whenever the SDJ, through its administration, reasonably suspects that an employee's work performance or on the job behavior may have been affected in any way by illegal drugs, misuse/abuse of prescription drugs, or alcohol, the employee may be required to submit to drug/alcohol testing.

If an employee who is required to submit to drug/alcohol testing based upon reasonable suspicion and refuses, the employee shall be charged with insubordination and may be subject to discipline or termination.

An employee who tests positive on a reasonable suspicion test will be in violation of this policy and shall be subject to discipline up to and including termination.

Circumstances under which substance testing may be considered include, but not limited to: Observed use, possession of alcohol or illegal drugs, the sale of illegal drugs, illegal use, unauthorized dispensing of, or sale of prescription drugs; apparent physical state of impairment of motor functions; marked changes in personal behavior not attributable to other factors.

D. Notification of Conviction

Employees engaged in the implementation of a direct federal grant shall notify the District Administrator or his/her designee within five (5) days of their conviction for any criminal drug statute violation which occurred in the workplace. The District Administrator shall notify the appropriate federal agency of the conviction.

E. Law Enforcement

Illegal drugs and/or controlled substances, drugs believed to be illegal and/or controlled substances and drug paraphernalia found on District property will be turned over to the appropriate law enforcement agency and the full cooperation given to any subsequent investigation.

**3.10 Employee Ethical Code [[Board Policy 4120](#)]**

All staff shall conduct themselves in keeping with the Board approved code of ethics.

**3.11 Employee Identification Badges**

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

**3.12 Inclement Weather**

A. Reporting to Work

Weather conditions may prevent employees from getting to work or cause them to arrive late. Employees are expected to make every reasonable effort to report to work during inclement weather when the schools and/or the ESC Building are opened. If an employee is going to be late due to weather conditions they will need to contact their supervisor and make arrangements for a late arrival or other work arrangement.

When a "Delay of School" is announced employees are expected to report at the regular starting time or as soon as weather conditions permit.

When the SDJ announces that the schools and/or the ESC Building will be closed it is expected that employees would **not** report to their worksite unless requested by their supervising administrator or manager.

Employees will be granted a day off with pay for the first school closing and will not report to work unless requested by their supervising administrator or manager. If requested to report to work, he or she will be granted another work day off with pay. Exceptions to this provision would be Custodial and Maintenance staff who are expected to report to work unless notified by their supervising administrator or manager.

If schools are closed due to inclement weather for more than one day (consecutive or non-consecutive) during the school year (July 1 – June 30), arrangements will be made for time to be made up. School year staff will be scheduled to work a make-up day at a later date. Snow Reserve Days are scheduled into the calendar. The calendar is available in the Appendices Section of this *Employee Handbook*. Any additional dates would be determined by administration. Full year employees not reporting to work must make arrangements for the time to be made up (ex: employees can make up the time, they can use vacation or personal day(s) if applicable, or take it as dock time).

If only one (or more) building is closed, but not the entire district, staff should report to the alternate site for their building. Staff should refer to their building principal for their building's alternate site.

**B. Maintenance and Custodial Workers: Pay and Make-Up Days**

Maintenance and Custodial employees are required to report to work during inclement weather days unless notified by their supervising administrator or manager. It is understandable that inclement weather conditions may cause employees to arrive late for their work shift. In such cases where inclement weather prevents the employee from arriving to work on time, employees in this category must contact their supervisor. Pay will be granted only for hours worked.

If the school closing is made up on another day employees will be notified by their supervising administrator or manager which employees would be required to report to work. If the makeup day/days require an employee to work more than 40 hours in a given week he or she will be paid overtime for those hours in excess of 40 hours.

Employees called in for snow removal (other than times that they are normally scheduled to work) will receive differential pay per hour for snow removal. Snow removal/emergency differential pay is determined on an annual basis. Differential Pay Schedules are included in Appendix N of this *Employee Handbook*.

**C. Administrators and Department Managers**

If inclement weather results in closure of school, Administrators and Department Managers may choose to perform regularly scheduled duties from home or take the day(s) as a personal or vacation time. With regard to "Delay of School" days all Administrators and Department Managers are expected to report to their worksite at the regular times unless weather conditions delay their arrival in which case they should make every effort to arrive as soon as possible.

**D. Professionally Licensed Staff not including Department Managers**

If inclement weather results in closure of school, arrangements will be made where appropriate, for time to be made up. Typically, the first snow day does not require a makeup day. If a professionally licensed staff will arrive later than the scheduled starting time for a "Delay of School" day they must phone their supervising administrator as soon as possible. Professionally licensed staff who report to school after their delayed work starting time may be subject to hourly pay docks, as permitted by the Fair Labor Standards Act (Article XI, Section 5, Subsection C-Page 14).



E. Other Staff Members

Confidential Staff, Clerical Employees, Food Service Staff, Truancy Center Staff, and Study Hall Staff will be granted a day off with pay for the first school closing. Any days after that, school year employees will be required to work on the make-up day or days. Full year staff not reporting to work must make arrangements for the time to be made up (ex: employees can make up the time, they can use vacation or personal day(s) if applicable, or take it as dock time).

**3.13 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. 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.

**3.14 Employee Dress Code**

The professionalism of the School District of Janesville is reflected in the appearance and professional image the employees portray. A professional image is important and requires SDJ employees to maintain standards of dress and appearance appropriate to both the organization and individual position and responsibilities. Dress, grooming, personal cleanliness and professional behavior contribute to the professional image and positive learning environment that we strive to present for our students, parents and visitors. Therefore, SDJ employees are expected to dress in professional attire to best represent our school district.

A. Appropriate Attire Examples When Representing the District

Business dress is required for all employees when conducting business with the business community, attending professional or service organizations or attending outside school related appointments such as the Forward Janesville Banquet. Business dress includes: a suit, sport coat or blazer, tie, dress pants, women's skirts or dresses and dress shoes.

B. Daily Professional Attire Examples

Professional attire, business, business casual or clothing that is appropriate to the day's activities are all acceptable. All clothing must be in good condition without tears, fraying or stains. All personnel working within schools and the administration building during normal operating or instructional hours shall dress in accordance with the following guidelines. These include but are not limited to:

1. Collared shirts; (including polo shirts and those identifying SDJ schools/departments or specific colleges and universities); turtlenecks; casual or dress slacks, including khakis and corduroys; sweaters; formal professional attire; and women's skirts, dresses and blouses.
2. Employees shall wear shoes that provide support and protection. Athletic type shoes may be worn but must be in good condition without tears or stains. Dress sandals may also be worn.

C. Exceptions

1. Exceptions from the standard dress code will be made for employees in specialized job assignments such as Tech Ed, Art, F.A.C.E., Physical Education, Maintenance, Custodial, Food Service and employees working with very young and/or behaviorally challenged students.
2. Other exceptions may apply and will be considered on a case by case basis by the employee's immediate supervisor. Clothing should be clean, in good repair and appropriate to the duties or activities being performed and comply with all OSHA and Health Codes.
3. Other exceptions include school spirit days, designated "casual Fridays" and extreme hot weather. These exceptions are at the discretion of the employee's immediate supervisor.

4. ESC Staff may wear jeans during school year non-student contact days, including winter break, spring break, and conference days.

D. Inappropriate Attire Examples

1. Clothing which causes distraction within the learning or working environment is prohibited.
2. Clothing may not be ill-fitting, revealing of undergarments, provocative or ragged.
3. Clothing, jewelry and personal expressions through body art may not contain offensive comments, inappropriate illustrations, and political views or make any sexual, racial, ethnic, or religious discriminatory suggestions.
4. Blue jean clothing of any color or style, casual shorts, leggings as primary pants, flip-flops, jogging suits or sweat suits (exceptions applicable as stated above) are not considered professional attire.

E. Enforcement

1. Schools: Principals shall be responsible for enforcing the standards of professional appearance based on his/her evaluation whether an employee's appearance adversely impacts the learning environment, school climate, work process, or the site's image in the community. The principal shall determine the appropriateness of apparel for school building employees under these guidelines.
2. Administrative Building: Supervisors shall be responsible for enforcing the standards of professional appearance based on his/her evaluation whether an employee's appearance adversely impacts the work site's climate, work process, or the site's image in the community. The supervisor shall determine the appropriateness of apparel for school building employees under these guidelines.
3. If an employee is unclear about dress and appearance guidelines, it is the employee's responsibility to consult with his/her principal or supervisor. If an employee reports to work in questionable attire or appearance, a notification and discussion will occur with the employee to advise and counsel him or her regarding the inappropriateness of the attire. Depending upon the circumstances, the employee may also be sent home with directions to return to work in proper attire. Absence from work that results from being sent home for a violation of this policy will be unpaid. Continued or frequent departures from these guidelines will not be permitted and employees who appear for work inappropriately dressed or groomed repeatedly will be subject to disciplinary action.

**3.15 Personnel Records [[Board Policy 4150](#)]**

All employees have the right to inspect their own personnel records (excluding exceptions outlined in Board Policy 4150) upon request to the Assistant Superintendent of Administrative and Human Services or his/her designee.

Personnel records will be made available for inspection in the district's Administrative and Human Services Office during regular working hours. Employees must make their request to view their records at least 24 hours in advance.

**3.16 Political Activity [[Board Policy 1311](#)]**

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with restrictions as outlined in Board Policy 1311.

**3.17 Workplace Safety**

It is important to the well-being of our students, employees, and visitors that all employees conform to basic workplace safety provisions and to be familiar with building procedures in the event of any emergency such as fire, tornado, intruders, etc. Employees shall report unsafe conditions or practices to their supervisor immediately.

A. Emergency Procedures

Emergency drills are staged regularly in each SDJ building. During these drills every staff member must participate in the drill and follow proper procedures.

At least once each year the building administrator will meet to update staff regarding procedures for emergencies. All employees should make themselves aware of the flipcharts in each room and become familiar with specific incidents, their role in a crisis, and what action needs to take place.

B. Fire Safety

Employees are responsible to 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.

C. Tornado

In the case of a Tornado Watch (weather conditions exist which could create a tornado) or Tornado Warning (a tornado has been sighted) employees should respond to the building's alarm for tornado and seek shelter in the designated area immediately. Employees may resume normal activities when the all clear signal has been activated.

D. Notification of Safety and Health Standards

Wisconsin Statute § 101.055 requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under [Part I, Section 5](#) of this *Handbook*.

**3.18 Work Schedules, Hours of Work, and Overtime**

A. Work Schedules; Hours of Work

Work schedules for employees vary throughout the district. Scheduled hours of work are set by the Human Resource Department under the advisory of administration and department managers. Administration and department managers or their designee(s) will inform employees of their individual work schedules.

B. Overtime

Whenever possible it is best to provide a normal scheduled work day and work week for employees. However, from time to time it is necessary to schedule work beyond the normally scheduled work day or work week.

Employees whose job duties qualify them for overtime compensation under the Fair Labor Standards Act (FLSA) will receive 1) time and one half compensation for each hour worked over 40 in a work week or 2) compensatory time taken within the same pay period as allowed by law.

Employees who are considered to be exempt are ineligible for overtime payments.

Employees eligible for overtime shall be paid at one and one-half times their regular hourly rate of pay for all hours physically worked in excess of 40 hours per week. Holidays, vacation, or any other time off whether paid or unpaid shall not count toward determining overtime. For the purposes of overtime, a work week runs from Sunday through Saturday.

The process of scheduling overtime will be determined on a department or division basis. Employees should contact their supervisors to learn how overtime is assigned within their department or unit. An Administrator or Department Manager may, at his/her discretion, rearrange an employee's schedule to eliminate any overtime liability for the workweek. Employees who work overtime without specific authorization from an administrator or manager will be subject to discipline, up to and including discharge.

### **3.19 Violence/Bullying in the Workplace**

#### **A. Violent Behavior**

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

#### **B. Prohibited Behavior**

Examples of behavior that are prohibited under this policy include, but are not limited to:

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.
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 his or her immediate supervisor or his/her designee as soon as possible.
3. An employee who has received a court order 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 in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.

In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation).

### **3.20 Required Vehicle Use by Employee**

Any employee whose job requires them to use their own vehicle for job related purposes needs to have a valid driver's license and proof of current insurance coverage. Employees who regularly drive their vehicle for job related purposes, including those employees who work in multiple SDJ building sites, must provide a copy of their driver's license and proof of current insurance coverage to the Administrative and Human Services Department.

## **SECTION 4: TRAINING AND DEVELOPMENT**

### **4.1 Expectations**

SDJ expects that employees will keep abreast of developments within their own area of expertise, keep all certifications current, and participate in their own development throughout their employment with SDJ. This implies that all employees will take an active role in planning their own personal development, participating in required trainings, and engaging in any training and development evaluation processes. Employees can expect that their supervisors will provide support and guidance in relation to the training and development of those reporting to them, particularly in relation to the identification of training and development needs of individuals, teams, and departments.

Should an employee lack the knowledge, the skill or the ability to such an extent that they cannot carry out his/her duties to the standard required, training and development may be provided in an attempt to improve performance.

The SDJ will monitor and evaluate training and development activity so as to continually improve the program and the participation of SDJ employees.

### **4.2 Time Allocation for Training and Development**

Release time during regular work times and days when school is in session is increasingly difficult; however, whenever it is possible training and development activities that are required by SDJ will usually take place during work time with employees receiving their regular pay during the activity. In these cases, substitutes or other work coverage will be furnished if needed.

Training and development activities that are encouraged but not required may take place during work time or other time outside of usual patterns of work with supervisor approval. Supervisors will work closely with employees to arrange for any substitutes or other work coverage.

## **SECTION 5: GRIEVANCE PROCEDURE**

### **5.1 Grievance Procedure**

The purpose of this Section is to provide for an internal method for resolving grievances related to discipline, workplace safety, and termination. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

This Employee Grievance Policy and Procedure, as currently drafted, conforms to the requirements of state statutes. Future legislation may eliminate the obligation to adopt such a policy and procedure and/or may modify the requirements for such policy and procedure.

This Employee Grievance Policy and Procedure is intended to apply to all school district employees.

#### **I. Purpose**

The purpose of this Grievance Procedure is to provide a way for employees of the School District of Janesville (employer) to resolve grievances concerning discipline, termination, or workplace safety. The employer believes that it is in the best interests of both employees and employer that all matters in dispute between the employee and the employer first be addressed informally in an effort to resolve them, prior to engaging in this Grievance Procedure.

This Grievance Procedure is intended to comply with Wis. Stat. §66.0509(1m). This procedure does not create a contract of employment, and does not change an employee's employment status. Employment disputes that are covered by state or federal statutes and/or administrative enforcement mechanisms are not covered by this Procedure.

#### **II. Definitions**

*Grievance* means a written complaint related to the discipline or termination of an employee or to "workplace safety."

*Days* mean calendar days.

*Employee termination* shall be narrowly construed to mean a separation from employment by the employer for disciplinary or performance reasons. "Employee termination" does not include layoff, failure to be recalled from layoff, furlough or reduction in workforce, administrator or teacher nonrenewal for the purpose of the elimination of a position or a reduction in staff, job transfer, non-disciplinary demotion, reduction in or elimination of position, resignation, voluntary quit, abandonment, end of employment due to disability, retirement, or death, and end of employment and/or completion of assignment of limited term, temporary, seasonal, substitute, or part-time employees.

*Employee discipline* shall be narrowly construed to mean a suspension without pay, or a demotion or reduction in rank, pay, or other benefits, imposed by the employer for disciplinary reasons. Employee discipline does not include oral or written reprimands, performance evaluations, performance improvement plans, termination, non-renewal of teacher contracts under Wis. Stat. § 118.22, non-renewal of administrator contracts under Wis. Stat. § 118.24, layoff, failure to be recalled from layoff, furlough or reduction in workforce, administrative leave or suspension with pay, or any other employment action such as wage, benefit or salary adjustments, or change in assignment, which are taken for a non-disciplinary reason.

*Workplace safety* shall be narrowly construed to refer to (1) an existing condition that substantially endangers an employee's health and safety; or (2) any workplace policy or procedure established by state or federal law

or the Board to protect the safety and health of employees in the District which is alleged by an employee to have been violated and to have substantially adversely affected the employee's safety at a District workplace.

### **III. Time Limits**

If the grievant fails to comply with any time periods or other procedures of this policy, the grievance will be deemed resolved and the grievant shall have no further right to pursue or appeal a grievance decision. If the employer fails to comply with any time periods or other procedures of this policy, the grievant may advance the grievance to the next level, and there shall be no other consequence or remedy for the employer's failure to comply with any time periods or other procedures. A grievance may be withdrawn by the employee at any time. Once a grievance is withdrawn, it cannot be reopened or refiled. The parties may mutually agree to extend any time deadline. Such extensions shall be non-precedential.

### **IV. Termination of an Employee with a Contract for a Definite Term**

A. Termination of an Employee with a Contract for a Definite Term. The required procedure for terminating an employee where there is an expectation of continued employment because of the existence of a contract for a definite term, a "cause" standard or another basis in law or fact, is as follows:

i. The District Administrator or designee (or in the case of the termination of the District Administrator, an individual designated by the Board President) shall notify the employee, in writing, that he/she intends to recommend that the Board terminate the employee's contract and the basis for that recommendation.

ii. The Board shall provide the employee with such due process as is required by law in making its decision on the termination recommendation.

iii. In making its decision on the recommendation, the Board shall apply the standard established in the contract for termination of the contract or, if no standard is set forth in the contract, and the employee is not a probationary employee, shall determine whether just cause exists for termination of the contract. "Just cause" shall include, but not be limited to, incompetence or substantial negligence in the performance of job duties or obligation; failure or refusal to perform job duties or obligations; a material violation of state or federal law; violation of Board policies or the employee's job description; dishonest, immoral, fraudulent or criminal conduct or any similar conduct. In determining whether "just cause" is present, the Board will base its decision on the seven steps of the "just cause" disciplinary standard reflected in Board Policy 4121, as follows:

- Was the employee forewarned of the consequences of his or her actions?
- Are the employer's rules reasonably related to business efficiency and performance the employer might reasonably expect from the employee?
- Was an effort made before discipline or discharge to determine whether the employee was guilty as charged?
- Was the investigation conducted fairly and objectively?
- Did the employer obtain substantial evidence of the employee's guilt?
- Were the rules applied fairly and without discrimination?
- Was the degree or discipline reasonably related to the seriousness of the employee's offense and the employee's past record?

If the employee is a probationary employee, and no standard is set forth in the contract, the Board shall determine whether good and sufficient cause exists for termination of the contract. "Good and sufficient cause" includes, but is not necessarily limited to, the factors included under a "just cause" standard. However, in making such determination, the Board need not base its decision on the seven steps of the "just



cause” disciplinary standard described above, and shall instead base its decision on whether the administrative recommendation to terminate is based on a reasonable finding of: 1) incompetence or substantial negligence in the performance of job duties or obligations; 2) failure or refusal to perform job duties or obligations; 3) material violation of state or federal law; violation of Board policies or the employee’s job description; 4) dishonest, immoral, fraudulent or criminal conduct; or 5) similar conduct unbecoming an employee of the District.

The Board shall inform the employee in writing, of its decision regarding the termination recommendation. If the employee wishes to appeal the termination decision, the employee must file an appeal requesting an “Impartial Hearing” at Step V – D. of this Grievance Procedure by filing a completed grievance form with the Board President within fourteen (14) days of receiving written notice of termination. If no appeal is filed; the Board’s decision shall become final.

B. Non-Renewal of a Teacher or Administrator Contract Governed by §§ 118.22 or 118.24. The procedures for non-renewal of a teacher or administrator contract set forth in Wis. Stat. §§ 118.22 and 118.24, respectively, shall be followed, if applicable. If the Board non-renews the contract of a teacher or administrator for reasons other than the elimination of the position or a reduction in staff, pursuant to Wis. Stat. §§ 118.22 or 118.24, and the teacher or administrator wishes to appeal the non-renewal decision, the teacher or administrator may file an appeal requesting an "Impartial Hearing" at Step 5.D. of this Grievance Procedure by filing a grievance form with the Board President within fourteen (14) days of receiving final, written notice of non-renewal from the Board. If no appeal is filed, the Board's decision shall be final. For non-renewal of non-probationary employees, the Board shall apply the same standard for non-renewal as it would apply for termination of a contract for a definite term. For non-renewal of probationary employees, neither the “just cause” standard nor the “good and sufficient cause” standard apply.

## **V. Process**

A. Written Grievance Submission. Only the employee who is subject to the discipline or termination or directly impacted by the issue of workplace safety may file a grievance. The employee must file a grievance within fourteen (14) Days of the date the employee knew or reasonably should have known of the termination, employee discipline or workplace safety issue. The grievance must be in writing on the Employee Grievance Form available from the School District of Janesville Employee Handbook. On the form, the grievant shall: (1) identify the category of grievance (i.e., termination of an employee without a contract with a definite term, discipline, or workplace safety); (2) Describe the attempts to resolve the complaint informally; (3) identify the facts supporting the grievance; (4) specify the policy, rule, regulation, or law alleged to have been violated, and the rationale supporting the grievance; and (5) describe the relief requested. The grievance must be given to the District Administrator. If the grievant is the District Administrator, the grievance must be given to the Board President.

B. Representatives. Any party involved in the grievance may have a representative present at all levels once the grievance has been filed in writing.

C. Administrative Decision. The District Administrator shall act on the grievance within fourteen (14) days of receipt of the written grievance, unless the District Administrator is the Grievant in which case the response shall be provided by the Board. The written response shall contain a statement of the basis for the decision to sustain or deny the grievance, and, if denied, the deadline for the Grievant to appeal the grievance to an Impartial Hearing Officer. The District Administrator is encouraged to meet with the Grievant to discuss the grievance.

D. Impartial Hearing. If the grievant wishes to appeal the administrative decision or Board decision described in

section 4. A. or B. above, the grievant must file a written appeal with the Board President within fourteen (14) days of receipt of the administrative decision or Board decision, requesting a hearing before an Impartial Hearing Officer ("IHO"). The hearing shall take place within a reasonable time. The IHO shall file a written decision within thirty (30) days after the hearing is concluded, including any post-hearing briefing period, unless the IHO notifies the parties that more time is needed and provides the reasons for the extension. Additional information regarding the Impartial Hearing process is found in section 6 below.

E. Appeal of Impartial Hearing Officer's Decision. If either party is aggrieved by the decision rendered by the Impartial Hearing Officer, the aggrieved party may file a written appeal with the Board within ten (10) days of receiving the IHO's decision. If no appeal is filed within ten (10) days, the decision of the IHO shall become final. Additional information regarding the Board's review on appeal of an IHO's decision is found in section 7 below.

## **VI. Procedure for Impartial Hearing**

- A. Standard of Review. The standard of review to be applied by the IHO to an administrative/Board decision, including a Board decision under Section IV.A. or IV.B. above, shall be based on the following:
- i. The review of a Board's decision to terminate an employee under section 4. A. above, shall require deference to the Board's decision and be upheld if it has a reasonable basis in fact.
  - ii. The review of an administrative decision to terminate or discipline an employee under any circumstance or to non-renew an employee's contract under Section IV.B., above, shall require deference to the administrator/Board decision.
  - iii. Termination of a probationary employee under a contract for a definite term shall be upheld unless the IHO determines that the decision to terminate does not reasonably meet the "good and sufficient cause" standard set forth in Subsection IV.A. lii.
  - iv. Non-renewal of a probationary employee under a contract for a definite term and termination or discipline of a probationary employee not under a contract for a definite term shall be upheld unless it is found to be so unreasonable as to be without rational basis or the result of an unconsidered or irrational choice.
  - v. For non-probationary employees, the administrative/Board decision shall be upheld unless the IHO finds that administration has failed to adequately meet the seven steps of the "just cause" disciplinary standard as set forth in Board Policy 4121 and described in Section IV A iii above.
  - vi. The review of an administrative decision concerning a workplace safety grievance shall require deference to the administrative decision and the decision shall be upheld if it is not "arbitrary or capricious," which 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.
- B. Impartial Hearing Officer. The IHO shall not be an officer, agent or employee of the Board at the time of appointment. The Board shall appoint the Impartial Hearing Officer.
- C. IHO Responsibilities and Authority. The IHO shall do the following:
- i. Screen the grievance and determine whether it falls within one of the categories subject to the Grievance Procedure and whether it has been timely filed.
  - ii. Provide reasonable notice to the parties of the time and location for the hearing.
  - iii. When requested by either party, subpoena witnesses as necessary to ensure their testimony.

- iv. Make evidentiary findings and conclusions. In the case of a grievance related to a termination or discipline, the IHO shall determine whether a full evidentiary hearing is needed to afford the employee the requisite due process, and, if so, shall allow the grievant to present evidence, call and question witnesses, cross-examine adverse witnesses, obtain copies of evidentiary materials and argue his or her case. The rules of evidence shall not apply at any hearing; however, depending on the nature of the hearing, a material fact may not be supported solely by hearsay evidence. Additionally, the IHO may exclude or limit irrelevant, repetitive, or redundant evidence or any evidence lacking probative value. The IHO shall act so as to provide a speedy and inexpensive resolution of any appeal brought before him/her.
- v. If the grievance is sustained, in whole or in part, determine the appropriate remedy, provided, however, that the IHO may not award attorney's fees or litigation expenses against the Board at any time.
- vi. The IHO shall only consider only the precise issue(s) submitted on the grievance form and letter of appeal, if applicable, shall apply the applicable standard of review, and shall have no authority to determine any other issue.
- vii. The IHO has no authority to make any decision which requires the commission of an act prohibited by law.
- viii. The hearing shall be recorded. The IHO shall consider whether to engage a court reporter in lieu of recording the hearing. The grievant may request the opportunity to have the hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy which may apply to the subject matter of the hearing.
- ix. The IHO shall issue a written decision no more than thirty (30) days after the hearing is concluded, including any briefing period, unless the IHO notifies the parties that more time is needed and the reasons therefore.
- x. The IHO shall inform the parties that an appeal of the decision may be taken to the Board if filed within ten (10) days of the receipt of the IHO's decision, and that if no timely appeal is filed, the IHO's decision shall become final.

**VII. Procedure for Board Review on Appeal of Impartial Hearing Officer's Decision**

- A. If either party is aggrieved by the IHO's decision, either party has the right to file a written appeal with the Board within ten (10) days of receiving the IHO's decision. If no timely appeal is filed, the IHO's decision shall become final.
- B. The Board President shall provide the parties with ten (10) days' notice of any meeting scheduled by the Board to hear the appeal.
- C. The Board shall review the grievance on the record established by the IHO. Each party may make a brief oral presentation to the Board to summarize the party's position as to whether the IHO decision should be sustained, modified, or reversed. No factual evidence or argument not presented to the IHO for consideration shall be presented to the Board for review. The appeal meeting shall be held in closed session. If the Board determines more information is necessary, it may either remand the matter to the IHO for further proceedings.

- D. The Board may affirm, reverse, or modify the IHO's decision. The IHO's decision will be reversed or modified if the decision was:
- i. In excess of the District's statutory authority or jurisdiction;
  - ii. Based upon improper application or interpretation of Board policies or handbook provisions;
  - iii. Unsupported by relevant evidence to support the conclusion or is otherwise erroneous;
  - iv. So unreasonable as to be without a rational basis or the result of unconsidered, willful or irrational choice;
  - v. The result of an inappropriate application of the standard of review by the IHO;
  - vi. Beyond scope of review of IHO; or,
  - vii. In contravention of public policy considerations.
- E. Procedural errors, which do not have a substantial effect on the rights of the parties, shall not be grounds for reversal of any decision.
- F. The Board's decision shall be final. The Board shall send the grievant and the District Administrator a written statement of its decision within a reasonable time after hearing the appeal.

LEGAL REFERENCE: Wis. Stat. § 66.0509(1m)  
Wis. Stat. § 118.22  
Wis. Stat. § 118.24

**5.2** [Employee Grievance Form](#)

## **SECTION 6: OPERATIONAL REVIEW: CORRECTIVE ACTION/REMEDATION PLAN, DISCIPLINE AND TERMINATION**

### **6.0 Introduction**

Below are the steps in the School District of Janesville's Operational Review which is used to improve or prevent a recurrence of performance issues and/or unacceptable behaviors.

### **6.1 Remediation for Performance**

Performance issues will be addressed initially through training, support, and follow up to provide verification that the employee has the knowledge, skills, ability, equipment, and resources to perform up to expected standards. During a remediation plan cycle, the supervisor will review the employee's ability to perform the job at an effective level. If the remediation does not result in improved performance the employee may be reassigned, non-renewed, or terminated.

If it is determined that the performance deficiency is due to lack of effort or poor attitude, then corrective action for unacceptable behavior/misconduct will be implemented.

### **6.2 Corrective Action for Unacceptable Behaviors**

Corrective action is a process for dealing with job-related behavior that does not meet expected and communicated professional behavior standards and behavior expectations as defined by the SDJ's [Standards of Professional Behaviors](#) and [Board Policies](#). The primary purpose of a corrective action process is to assist the employee to understand that a problem or opportunity for improvement exists. With approval from the Assistant Superintendent of Administrative and Human Services or their designee, corrective action steps may be combined or skipped and the District may terminate an employee at any time, with or without notice or reason.

Step 1: Verbal Warning - This is usually a scheduled meeting with an employee and their supervising administrator or manager. At this meeting the supervisor will bring attention to the existing conduct, attendance or other issue. Expectations will be communicated. A verification of meeting attendance and that a verbal warning communication took place will be signed by the employee and the supervisor. This documentation will be dated and kept by the supervisor and submitted to the Human Resource Department.

Step 2: Written Warning - A written warning is a formal documentation of any unacceptable behavior. A written warning will be placed in an employee's file. For a serious rule infraction or unacceptable behavior, a written warning may be used as the first disciplinary step. Warnings of all types can accumulate toward the level of consequence for discipline.

Step 3: Suspension(s) - The conduct, attendance or other issue may be so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. Suspensions can also be used as part of the corrective action process. Depending upon the seriousness of the infraction, the employee may be suspended without pay in full day increments consistent with federal, state and local wage hour employment laws. Employees may not substitute or use paid vacation, sick days, personal days or other paid leaves in lieu of the unpaid suspension. Suspension time is dependent upon the circumstances of the situation.

Step 4: Recommendation for Termination of Employment - The last and most serious step in the corrective action process is a recommendation to terminate the employment.

The supervisor will recommend termination to the Assistant Superintendent of Administrative and Human Services or his/her designee.

### **6.3 Termination**

Upon receipt of a recommendation for termination, the Assistant Director of Administrative and Human Services will evaluate the information and make a final recommendation on employment termination.

All district employees may be terminated without prior notice or disciplinary action.

### **6.4 Grievance Process**

Employees may grieve certain decisions using guidelines found in [Part I, Section 5](#) of this *Employee Handbook*.

### **6.5 Documentation**

The employee will be provided copies of all corrective action documentation. Copies will also be placed in the employee's official personnel file.

### **6.6 Representation**

In the event an employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, the District shall advise the employee of his or her right to representation prior to the meeting if the employee is a paying member of the JEA. It is up to the employee to contact their representative through the JEA.

In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District for a reasonable period of time, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

## **SECTION 7: PAYROLL**

### **7.1 Payroll Checks [Board Policy 4141]**

It is the responsibility of each staff member to immediately call to the attention of the Administrative and Human Services office any errors or discrepancies which may occur on any payroll item.

### **7.2 Time Sheets**

Employees who are required to use time sheets must fill one out for each week of work. Time sheets must be approved by the appropriate supervisor before payment is paid. Each employee is responsible for completing his or her own time sheet in a timely manner.

### **7.3 Paycheck Issuance Dates**

Paychecks for all employees are issued on the 10<sup>th</sup> and 25<sup>th</sup> of each month or the nearest preceding day if the 10<sup>th</sup> or 25<sup>th</sup> fall on a Saturday or Sunday.

In September, employees submitting time sheets will be paid on September 25<sup>th</sup> only. Thereafter, employees submitting time sheets will be paid on the 10<sup>th</sup> and 25<sup>th</sup> of each month.

### **7.4 Direct Deposit**

All employees shall participate in a payroll direct deposit plan. Direct Deposit statements are paperless and employees may view their statements through Skyward Employee Access. Direct deposit changes may be made at any time by contacting the District Payroll Supervisor.

### **7.5 Yearly Contractual Salary Installments**

Employees not on time sheets scheduled to work the school year must submit a Choice of Payment form requesting salary installments to be paid out on a twenty-four (24) payroll payment cycle. If no request is made, employee will default to the twenty (20) payroll payment cycle. Such requests shall be submitted to the Administrative and Human Resource Department no later than July 1<sup>st</sup> of each year.

All school year employees covered under this provision shall have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the current payroll issuance dates.

All employees scheduled to work the calendar year will be placed on the twenty-four (24) payroll payment cycle.

### **7.6 Payroll Deductions**

The Board authorizes voluntary deductions including, but not limited to:

- A. Employee Contribution to Health, Dental, and Prescription Drug Coverage
- B. Tax Sheltered Annuities (403b, 457, Roth)
- C. Voluntary Vision Insurance
- D. Voluntary Term Life Insurance
- E. Voluntary Short Term Disability
- F. Janesville Athletic Club
- G. Educational Employees Credit Union
- H. United Way
- I. Cancer Care (Grandfathered Employees Only)
- J. Universal Life (Grandfathered Employees Only)

## **SECTION 8: COMPENSATION AND EXPENSE REIMBURSEMENT**

### **8.01 Compensation and Expense Reimbursement**

SDJ 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.

Employees will not be reimbursed for expenses made on their personal credit cards. Use of personal credit cards for District expenses is discouraged.



## **SECTION 9: WORKER'S COMPENSATION**

### **9.1 Worker's Compensation**

All employees shall be covered by Worker's Compensation Insurance.

### **9.2 Employee Responsibilities**

- Report all injuries and accidents immediately to your supervisor.
  - Complete Employee Accident/Injury Report (available through Building Administrative Assistant or Benefits Specialist) and submit it to Supervisor immediately following the injury (or within 24 hours if emergency medical treatment is needed).
  - Cooperate with Worker's Compensation insurance claims staff, School District of Janesville, and treating providers regarding medical treatment and recovery progress.
  - Be available for transitional or light-duty job assignments within restrictions/abilities during recovery.
  - Provide Benefits Specialist with medical updates throughout recovery process and a medical release upon return to work.
  - Comply with all work restrictions during recovery.
- A. The District utilizes administrative protocols pertaining to appropriate early return-to-work (RTW) and/or temporary duty assignments.
- B. The District may use its discretion in the course of administering its procedures and policies related to worker's compensation matters, including, but not limited to, the offer of RTW and/or temporary duty assignments and the requirement for an employee to undergo a "Fit for Duty" examination prior to returning to work.

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

- A. No other leaves will be applied to the worker's compensation leave, with the exception of FMLA benefits, as applicable. The employee, subject to the rules and regulations of the worker's compensation and disability insurance carriers, and those of the School District of Janesville, may be eligible for short and/or long-term disability leave.
- B. An employee who is required to lose time from work due to an injury or illness, which is covered by the Wisconsin worker's compensation law, may supplement the amount of compensation the employee receives under worker's compensation by a pro rata amount from his/her available paid time off. The supplementary pay from available paid time off plus the amount of worker's compensation shall not exceed the current normal earnings of the employee.
- C. If the employee chooses to supplement worker's compensation and is eligible and covered under the Board's group insurance plans, the Board will continue to pay the Board's share, if any, of the premiums in effect for health, drug, dental and/or life insurance for the period of time during which the employee is absent because of temporary disability. Up to a maximum of three (3) months of paid insurance will be available in any twelve (12) month period. If the leave begins after the 15<sup>th</sup> calendar day of any month, it will not count as one (1) of the three (3) months. If a school year employee is on temporary disability when the school year ends and continues on leave when the next school year begins, the months of June, July and August are counted toward the three (3) months.

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

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

- A. Injuries sustained 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; or
- D. Injuries not arising out of your employment.

## **SECTION 10: LEAVES**

### **10.1 Paid Time Off [[Board Policy 4151](#)]**

#### **A. Paid Time Off Allotments**

The following chart shows paid time off and funeral/religious observance leave days for each staff group.

<b>Group</b>	<b>Paid time off (Family and Personal combined)*</b>	<b>Personal Leave (Included in sick leave days)</b>	<b>Funeral/Religious Observance**</b>
Teachers/Licensed Staff School Year Classified School Year	10	2	4**
Confidential Calendar Year Classified Calendar Year Support Staff Calendar Year Principals/Assistant Principals Administrators/Coordinators	12	2	4**

\*Paid time off includes: personal illness days, family illness days and personal leave days. A maximum of 2 days per school year can be used for personal leave days. Any days used that exceed the allocated amount per school year will be docked unless such time has been approved under FMLA and the employee has paid time off banked from prior school years (see Accumulated Paid Time Off below and Unpaid Paid Time Off in Employee Handbook).

\*\*Funeral/religious observance leave has a maximum of up to 4 days per occurrence. If more than 4 days is needed for one occurrence, any days beyond 4 in one occurrence are docked. If additional funeral occurrences happen and the original 4 days have been used, employee must use available paid time off or vacation (if applicable), but still may not be paid for more than 4 days per additional occurrence.

#### **B. Paid Time Off Use**

For the purpose of paid time off, family includes spouse, parents, step-parents, grandparents, sons or daughters, stepchildren, brothers or sisters, grandchildren, father or mother-in-law, sister or brother-in-law, daughter or son in-law, foster parent, legal guardian of the employee or employee's spouse, foster child, domestic partner, or a legal ward who is under 18 or who is over 18 but is unable to care for himself or herself because of a serious health condition.

Paid time off shall be paid for the following:

1. Personal or family illness, injury or serious health condition.
2. Medical or dental appointments that cannot be scheduled outside of the employee's regularly scheduled work hours.

Employees shall make every effort to have personal/family doctor or dentist appointments during off-working hours. If employees must see a doctor or dentist during working hours, they may use partial paid time off days.

Use of paid time off shall apply to new employees starting the first day of his/her employment or contact, whichever is applicable. Any new employees will be granted paid time off on a pro-rata basis consistent with their fractional employment status. In the event new employees report for work later than the first day of their employment or

contract, the paid time off and absence benefits shall begin on that day and shall be pro-rated for the remainder of the year.

Ongoing employees will be able to use their current year's sick leave days prior to earning them.

Paid time off can be used in increments from quarter hours to full days. Days are defined by the employee's regularly scheduled hours of work.

C. Reporting Procedures-Doctor's Certificate

Employees will be required to give notice of paid time off to their supervising administrator or manager prior to the paid time off, or as soon as possible. If a doctor or dentist appointment is made during the employee's normal work hours, the employee may be required to present a certificate that is authorized by a medical or dental professional confirming the appointment date/time upon his/her return to work.

Specific guidelines will be provided to employees from the supervising administrator or manager as to the communication process required for such notification.

If the paid time off absence is for consecutive days, employees shall provide their supervising administrator or manager the probable date of return and may be required to provide proof of illness by a statement from a physician or other care provider.

D. Sick Leave Accumulation

Accumulated Paid Time Off: Unused accumulated paid time off will be banked and can be used for purposes of FMLA leave or an approved non-FMLA medical leave only. Banked paid time off will be used in a "last in, first used" manner.

**Sick Leave Accumulated Prior to July 1, 2015**

**Applicable Only for Employees Who Were Hired and Began Work Prior to July 1, 2015**

Sick Leave accumulated prior to July 1, 2015 can be used for reasons of FMLA or approved non-FMLA medical leave of absence only. There is a one time, no cap, on sick leave earned and accumulated between July 1, 2014 and June 30, 2015. Sick time that exceeded the annual accrued caps prior to July 1, 2014 are not counted. Any sick leave prior to July 1, 2015 remaining at the time an eligible employee early retires from the District will be used to extend their early retiree health insurance benefit only. This accrued sick leave is calculated at a rate of \$147 per day. 1 day is equal to 8 hours. The total dollar amount calculated will be converted for additional months of health insurance based on the current rate of the health plan chosen by the retiree at the time of their early retirement from the District. *This procedure is put into place beginning July 1, 2015. Any employee leaving the District or retiring from the District prior to July 1, 2015 will have sick leave accrual procedures using the process in place as of July 1, 2014.*

See [Part I, Section 14 – Early Retirement Benefits](#).

**Sick Leave Accumulated On or After July 1, 2015 All Employees**

Sick leave accumulated on or after July 1, 2015 can be used for reasons of FMLA or approved non-FMLA medical leave of absence only. There is no cap on sick leave accumulated after July 1, 2015.

Any sick leave remaining at the time an eligible employee early retires from the District shall be used to extend their early retiree health insurance benefit. This accrued sick leave is calculated at a rate of \$147 per day. 1 day is equal to 8 hours. The total dollar amount calculated will be converted for additional months of health

insurance based on the current rate of the health plan chosen by the retiree at the time of their early retirement from the District.

Eligible employees who become eligible to retire on or after July 1, 2018 and do not need the additional months of coverage for purposes of extending early retirement to age 65 or Medicare eligible date, will have their accrued sick leave calculated at the rate of \$147 per day and will apply towards a tax sheltered account at the time of separation of employment.

E. Unpaid Sick Leave

Absences due to reasons described in this section that exceed the employee's available paid time off per year (10 or 12 days) will be unpaid. Employees who show a pattern of exceeding available paid time off that is not covered under FMLA, non-FMLA medical leave, or approved accommodation under ADA guidelines may have their paid time off use reviewed and monitored. Disciplinary action may be taken up to and including termination for continued patterns of exceeding available paid time off.

F. Paid Time Off and Voluntary Termination of Employment

Should an employee voluntarily terminate their employment with the SDJ and have used more paid time off than earned on a pro rata basis, the SDJ is authorized to withhold from the employee's last check such sum as may be due to the Board for the use of sick leave in excess of the paid time off the employee has earned.

G. Work Related Injury or Illness

See [Part I Section 9](#) of this *Employee Handbook* for information regarding Worker's Compensation.

## 10.2 Personal Leave

A. Personal Leave Allotments

Each regular employee shall be able to use 2 personal days annually out of their paid time off benefit. A "day" for the purpose of personal leave is equal to the employee's regularly scheduled hours of work.

B. Personal Leave Use and Notification

Personal leave may be granted without regard to justification. To protect SDJ's workload and service to students, a written notification must be submitted to the employee's supervising administrator or manager no less than two (2) working days in advance of the date of the requested leave. Once received, the request will be reviewed and notification of approval or denial will be given to the employee. An employee may be subject to discipline if he/she takes a personal leave without receiving notification of approval.

The exception to the above notification and approval process is when a personal leave is being used for an emergency. In case of emergency, the employee may be required to provide proof of emergency to the employee's supervising administrator or manager.

Personal leave cannot be used to participate in activities designed to embarrass or discredit the District.

Personal Leave may only be taken when an employee has the time available in their 'Paid Time Off' (10.01). If an employee does not have time available, the request will be denied. Employees may not take Personal Leave as unpaid when Paid Time Off is not available.

Each building and/or department will develop and communicate a maximum number of personal leave days which may be approved on any given work day.

Personal Leave can be taken as a full or half day.

**C. Personal Leave Accumulation**

Personal leave not used in a year will be accrued as paid time off the following year.

**10.3 Paid Holidays**

Eligible employees will receive compensation for identified holidays based on their normal day's wage or per diem salary, based upon the following schedule of paid holidays:.

Employee Group	Number of Paid Holidays	Paid Holidays
<p>12 Month Full-Time Employees</p> <p>12 Month Part-Time Employees</p> <p>(Employees whose normal work calendar runs from July 1<sup>st</sup> through June 30<sup>th</sup> are considered 12-month employees)</p>	10	<ul style="list-style-type: none"> <li>• 4<sup>th</sup> of July</li> <li>• Labor Day</li> <li>• Thanksgiving</li> <li>• Day after Thanksgiving</li> <li>• Christmas Eve</li> <li>• Christmas Day</li> <li>• New Year's Eve</li> <li>• New Year's Day</li> <li>• Good Friday</li> <li>• Memorial Day</li> </ul>
<p>Coordinators, District Translator</p>	9	<ul style="list-style-type: none"> <li>• Labor Day</li> <li>• Thanksgiving</li> <li>• Day after Thanksgiving</li> <li>• Christmas Eve</li> <li>• Christmas Day</li> <li>• New Year's Eve</li> <li>• New Year's Day</li> <li>• Good Friday</li> <li>• Memorial Day</li> </ul>
<p>School Year Teachers, Therapists, Nurses, Psychologists, Counselors, Social Workers, Youth Advocates</p> <p>Elementary and Middle School Principals, Middle and High School Assistant Principals</p>	3	<ul style="list-style-type: none"> <li>• Labor Day</li> <li>• Thanksgiving</li> <li>• Memorial Day</li> </ul>
<p>All Other School Year Employees</p>	6	<ul style="list-style-type: none"> <li>• Labor Day</li> <li>• Thanksgiving</li> <li>• Christmas Day</li> <li>• New Year's Day</li> <li>• Good Friday</li> <li>• Memorial Day</li> </ul>

To be eligible for the holiday pay, the employee must work the full shift/ full day on their last scheduled work day before the holiday and their first scheduled work day following the holiday to qualify for payment of such holiday, unless the employee is on an approved leave with pay.

If any of the specified holidays fall on a Saturday or Sunday, employees shall receive another day off during the week as specified by their calendar.

If any paid holiday becomes a scheduled work day, the earned holiday will be added to the employee’s annual vacation or converted to a personal day subject to the District’s regulations guiding vacation and personal day use.

If an authorized holiday falls within an employee’s paid vacation period that day shall not count as a vacation day.

**10.4 Paid Vacation**

The SDJ provides regular twelve (12) month employees with paid vacation days in the amount equal to their usual rate of daily pay according to the following schedule. Vacation days are prorated until July 1 following an employee’s hiring date. July 1 begins “Year 1” of the Vacation Schedule. Each subsequent year also begins on July 1.

<b>Vacation</b>						
<b>12 Month Employees</b>						
	<b>Less than 1 Year</b>	<b>1 Year</b>	<b>2 Years</b>	<b>8 Years</b>	<b>15 Years</b>	<b>21 Years</b>
Classified Staff	1 Week Pro-Rated based upon percentage of days worked	1 Week	2 Weeks	3 Week	4 Weeks	5 Weeks
	<b>Less than 1 year</b>	<b>1-3 Years</b>	<b>4-5 Years</b>	<b>6-20 Years</b>	<b>21+ Years</b>	
Admin Support Staff and Non-Admin Support Staff	2 Weeks Pro-Rated based upon percentage of days worked	2 Weeks	3 Weeks	4 Weeks	5 Weeks	
	<b>Less than 1 Year</b>	<b>1-5 Years</b>	<b>6-10 Years</b>	<b>11-15 Years</b>	<b>16-20 Years</b>	<b>21+ Years</b>
Administrators	4 Weeks Pro-Rated based upon percentage of days worked	4 Weeks	4 Weeks +1 Day	4 Weeks +2 Days	4 Weeks +3 days	5 Weeks

Eligible employees will be granted paid vacation benefits as of July 1<sup>st</sup> of each year based on the length of continuous service to the District.

Any employee hired into a full year position on or after July 1, 2013 (and who is eligible for vacation) will be granted (allocated) paid vacation benefits as of July 1 of each year based on the length of continuous service to the District. Any employee hired into a full year position prior to July 1, 2013 will earn vacation during an employment year (July 1 through June 30) to be used during the following year (July 1 through June 30). If a full year employee’s hours change from one year to the next, that employee will be allocated vacation based on the hours worked during the year in which it was earned.

A. Requesting and Scheduling Vacation

Employees shall be allowed to schedule their vacation at any time throughout the year (July 1 through June 30). Requests for vacation time shall normally be made in writing to the employee's supervising administrator or manager at least ten (10) working days in advance of the start of the vacation. Final approval of scheduled vacation time is required before the employee can take his/her vacation. Vacation may only be taken when an employee has vacation time available. If an employee does not have time available, the request will be denied. Employees may not take vacation as unpaid when vacation time is not available.

When scheduling vacations the supervising administrator or manager will take into consideration the need for sufficient staff to be available for the effective operation of the District.

Employees who begin a vacation period without final approval by their supervising administrator or manager may be subject to discipline.

B. Holidays During Vacation

If an authorized holiday falls within an employee's paid vacation period that day shall not count as a vacation day and the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

C. Unused Vacation

Employees shall use their vacation in the same year in which it was granted. Any employee who does not use their allotted vacation by June 30 of each year may extend unused vacation. Extended vacation must be used by August 31.

No unused vacation granted in the previous year shall be accrued beyond August 31 unless approved by the Assistant Superintendent of Administrative and Human Services or otherwise noted in individual Board-approved contracts.

D. Separation of Employment and Vacation Time

At the time of separation, all earned unused vacation time will be paid out. Should an employee separate their employment with the SDJ and have used more vacation time than earned on a pro rata basis, the SDJ is authorized to withhold from the employee's last check such sum as may be due to the Board for the excess use of vacation time.

## **10.5 Jury Duty**

Employees will receive their regular rate of pay for the time served as a juror plus any mileage reimbursement; however this requires employees to relinquish the "per diem" portion of the Court paid portion of their jury duty compensation to the SDJ by writing a check for the amount, less mileage, made payable to School District of Janesville. Checks should be submitted to Payroll.

## **10.6 Leaves for Funeral, Personal Court Appearances Family Graduations,**

A. Funeral Leave

Funeral leave is available in addition to a regular employee's Sick/Personal Leave allotment. The intention of the funeral leave is to provide employees paid time off for making funeral arrangements, attending the funeral and burial, paying respects to the family at a wake or visitation, dealing with the deceased's possessions and will, and other matters that employees must address when a loved one dies. Funeral leave cannot be accrued from one year to the next.

Employees are provided with a maximum of up to 4 days paid leave per occurrence annually. A "day" for the purpose of funeral leave is equal to the employee's regularly scheduled hours of work. Funeral leave can be



used in increments of quarter hours. If more than 4 days are needed for one occurrence, any days beyond 4 will be docked. If additional funeral occurrences happen and the original 4 days have been used, employee must use available Sick/Personal Leave or Vacation (if applicable). However, no more than 4 days per additional occurrence will be paid leave.

**B. Personal Court Appearances (Non-Jury Duty) and Family Graduations**

Employees must use personal leave days for personal court appearances and family graduations.

Notification and approval of the above leaves will follow the same guidelines as those described in section 10.02 Personal Leave.

**10.7 One-Time “Chance of a Lifetime” Leave [[Board Policy 4252](#)]**

The District Administrator may approve an unpaid leave for a “chance of a lifetime” happening. The granting of the leave shall be without cost to the district and have the support of the employee’s immediate supervisor.

An employee is granted only one Chance of a Lifetime leave during their employment with the SDJ. A Chance of a Lifetime leave cannot exceed five (5) working days, which may include two (2) personal days if available.

Inquiries for Chance of a Lifetime leave eligibility, notification, and approval should be directed to the Assistant Superintendent of Administrative and Human Services.

**10.8 Religious Observance**

Leave for religious observance recognized by the employee’s personal creed may be granted if the employee’s supervising administrator or manager receives notification no later than forty-eight (48) hours prior to the absence. These days come out of the days allowed for funeral leave.

**10.9 Professional Work or Public Service Activity [[Board Policy 4252](#) & [4254](#)]**

A short-term unpaid leave may be granted by the District Administrator for approved professional work or an approved public service activity to a maximum of thirty (30) work days per year, providing an approved substitute can be hired. Any request for a limited term leave-of-absence in excess of thirty (30) work days per year shall be submitted with the District Administrator’s recommendation to the Board of Education for action.

**10.10 Uniformed Services Leave of Absence [[Board Policy 4255](#)]**

The SDJ allows unpaid military leave for all employees who temporarily leave employment with the District to join and /or serve in the military forces of the United States. The District’s military leave complies with all requirements of State and Federal law including the Family and Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

All employees requesting military leave must notify the Human Resources Department prior to said leave unless precluded by military necessity. The notice must be in writing and, where appropriate, include a copy of the employee’s military orders and /or training schedule.

**10.11 Leave for Adoption of a Child**

Time off after placement of the child will only be granted under approved FMLA or approved non-FMLA Medical Leave.

**10.12 Union Leave**

Unions shall be credited with five contract days to be used by officers or members of the union to attend national or state conferences, conventions or training workshops. Union leave days shall be without pay. Employee must have prior written approval from their supervisor. Such absences shall not impair the quality of services performed by the

employee. Union leave may be taken in full-day or half-day increments. In the event that a substitute is needed during the duration of the union leave, the union shall pay the District the cost of said substitute.

### **10.13 Emergency Leaves, Short Term Leaves of Absence [[Board Policy 4252](#)]**

#### **10.14 FMLA and Non-FMLA Medical Leave**

The District provides leave in compliance with state and federal Family and Medical Leave laws. Any other leaves of absence provided under District policies run concurrently with any leaves taken under state or federal Family and Medical Leave Laws.

Employees are encouraged to contact the District's Office of Administrative and Human Resources for information regarding eligibility for FMLA or refer to [Part I, Section 2.02](#) of this Employee Handbook for more information on FMLA.

SDJ provides medical leaves of absence without pay to eligible employees who are temporarily unable to work due to a serious health condition or disability and who have applied for but do not qualify for leave under the Family Medical Leave Act (FMLA). For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; and continuing treatment by a health care provider.

Employees in the following employment classifications are eligible to request medical leave as described in this policy:

- \* Regular full-time employees
- \* Regular part-time employees

Eligible employees should make requests for medical leave to the Benefits Department at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. In order to request leave, employees should complete the [Affidavit and Application for Medical Leave of Absence](#) and return it to the Benefits Department.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the Benefits Department. Employees returning from a consecutive medical leave must submit a health care provider's verification of their fitness to return to work.

Eligible employees are normally granted leave for the period of the disability, up to a maximum of 6 weeks within any school year. Any combination of medical leave and family leave may not exceed this maximum limit. If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension. Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities.

Subject to the terms, conditions, and limitations of the applicable plans, the SDJ will continue to provide health insurance benefits for the full period of the approved medical leave.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the Benefits Department with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, and has not provided a request for extension, the SDJ will assume that the employee has resigned.

[\*Affidavit and Application for Medical Leave of Absence\*](#)

Employees are responsible for paying their portion of the health care premium during a non-FMLA medical leave. Should the employee exhaust all accumulated sick days while still on a non-FMLA medical leave, the District will continue paying the benefit premiums up to a maximum of three (3) months. Thereafter, the employee will be responsible for the full premium up to the end of their non-FMLA medical leave. If the employee is unable to return to work at the end of the medical leave, it is assumed that they have resigned from their position.

## **SECTION 11: BENEFITS FOR EMPLOYEES**

### **11.00 Introduction**

The SDJ will provide benefit programs for eligible employees. Employee benefits are reviewed on a regular basis to assess cost and quality. Benefits are subject to change at the discretion of the District.

#### Employee Fringe Benefits

- A. Health, Dental, and Prescription Drug Insurance
- B. Life Insurance
- C. Long Term Disability Insurance
- D. Wisconsin Retirement System

#### Employee Voluntary Benefits

- A. Short Term Disability Insurance
- B. Flexible Benefits Plan
- C. Vision Insurance
- D. Term Life Insurance
- E. Critical Illness Insurance
- F. Accident Insurance
- G. Tax-Sheltered Annuity Program

Details of all available benefits described in this section are available via [Employee Navigator](#) or the [District Website](#). All employee-paid premiums are paid through payroll deduction.

### **11.1 Health, Dental, and Prescription Drug Insurance**

The District shall provide health, dental, and prescription drug insurance to employees who elect to be covered and their spouses, and/or dependents. It is expected that employees will contribute a share of the premium costs for health, dental, and prescription drug insurance. Employee premium contribution will be selected and determined by the District on an annual basis. The insurance carrier(s), program(s) and coverage(s) will be selected and determined by the District. Beginning September 2015, employees regularly scheduled 30 hours or more per week, are eligible for Health, Dental and Prescription Drug Insurance as part of the Affordable Care Act (ACA).

### **11.2 Group Life Insurance**

Group Life insurance coverage is available to each employee who meets the eligibility requirements. The insurance carrier(s), program(s), and coverage will be selected and determined by the District.

### **11.3 Long Term Disability Insurance**

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

### **11.4 Wisconsin Retirement System**

District employees who are eligible to participate under the rules and regulations set by the Wisconsin Retirement System are automatically enrolled.

The District shall contribute the employer's share. The employee shall pay the employee's required WRS contribution as required by state statute requirements. Under no circumstance shall the District pay the employee's required WRS contribution.

### **11.5 Voluntary Short-term Disability Insurance**

The District will provide the opportunity for all eligible employees to enroll in short-term disability insurance at the expense of the employee. The insurance carrier(s), program(s), and coverage will be selected and determined by the District.

### **11.6 Flexible Benefits Plan**

The District will provide the opportunity for eligible employees to enroll in an Internal Revenue Service authorized flexible spending account (FSA) under applicable sections of the Internal Revenue code (§ 105, § 106, § 125 and § 12de). FSA is a way for employees to have unreimbursed medical, dental or dependent care expenses deducted from their paychecks on a pre-tax basis.

### **11.7 Voluntary Vision Insurance**

The District will provide the opportunity for eligible employees to enroll in voluntary vision insurance at the expense of the employee. The insurance carrier(s), program(s), and coverage will be selected and determined by the District.

### **11.8 Term Life Insurance**

The District will provide the opportunity to enroll in Term Life insurance to eligible employees at the expense of the employee. The insurance carrier(s), program(s), and coverage will be selected and determined by the District.

### **11.9 Tax Sheltered Annuity Program**

The District will provide the opportunity to all employees to participate in a tax-sheltered annuity (TSA) as established by federal regulations to all employees at the expense of the employee. The investment provider(s) will be selected and determined by the District.

Enrollment per individual is limited to one investment provider during a given period of time.

Enrollment is allowed throughout the year. If a salary reduction agreement is received by the payroll office on or before the 15<sup>th</sup> of the month, the TSA deduction will begin on the payroll on the 10<sup>th</sup> of the following month. If the salary reduction agreement is received by the payroll office after the 15<sup>th</sup> of the month, the TSA deduction will begin on the payroll on the 10<sup>th</sup> of the month of the second month following receipt.

An employee may drop a TSA plan at any time by writing a letter to the Assistant Superintendent of Administrative and Human Services or his/her designee.

All TSA payroll deduction amounts must be based on a monthly amount and in multiples of ten dollars (\$10) and no less than ten dollars (\$10) per month.

### **11.10 Employee Assistance Program [[Board Policy 4135](#)]**

An Employee Assistance Program (EAP) is available to regular full-time and part-time employees, their spouses, and eligible dependents. The EAP provides assistance in the early identification of problems followed by appropriate referral to professional resources. It is the intention of this program to help prevent job performance deterioration, or help the employee return to satisfactory job performances. Employees should contact the Employee Benefits Specialist for details.

## **SECTION 12: WORK STOPPAGE**

### **12.01 Work Stoppage**

No employees of the District will instigate, promote, encourage, sponsor, or picket in support of any job action during regular work hours. No employee shall engage in activities such as working to rule, participate in sickout, slowdown, work stoppage, strike or any other intentional interruption of usual and customary work. Any or all of the employees who violate any of the provisions of this policy may be subject to discipline by the District up to and including discharge.

## **SECTION 13: CONFORMITY TO LAW**

### **13.01 Conformity to Law**

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

## **SECTION 14: EARLY RETIREMENT BENEFITS**

### **14.01 Early Retirement Benefits**[\[Board Policy 4500 and Administrative Regulations 4500.1, 4500.2 and 4500.3\]](#)

#### **Early Retirement Notification**

Early Retirement notification must be filed with the Director of Administrative and Human Services under the following conditions:

Administrators, Professional Licensed Staff, Coordinators:

- Submitted before November 1 for retirement at the end of the first semester.
- Submitted before February 1 for retirement at the end of the school year or June 30 for calendar year employees.

Admin and Non-Support Staff and Classified Staff:

- Submitted no later than 30 days prior to retirement date.

All Staff

- In the case of a medical disability as determined by a doctor, an application deadline may be waived.

#### **Early Retirement Group Health Benefits – All Staff Ages 55 to 64**

The Janesville Board of Education provides eligible early retirees and their dependents the option of remaining in its health benefit plan under the following conditions:

Eligibility. The requirements as outlined in Board Policy 4500 must be met.

Benefits for Employees Retiring at Ages 55 through 64.

The Board will pay the Board's share of premium equivalents for active employee coverage of health/drug and dental insurance through the last day of the month in which a year-round employee retires; through August of the year in which a school year employee who finishes the school year retires; or through January for an employee who retires at the end of the first semester. The employee will continue to pay the employee's share of premiums during this time.

Upon termination of the active employee health/drug and dental benefits described above, the early retiree has the option of remaining in the school district's group health plan, as part of the early retiree group.

Health and prescription drug plans for the early retiree group are the same as those offered to active employees, except as otherwise noted in individual early retiree agreements.

Dental coverage is not provided as part of the early retiree benefits, except as otherwise noted in individual early retiree agreements.

The Board will pay the Board's share of the early retiree's health and drug benefits for a maximum of 96 months or through the month in which the retiree turns 65 or becomes eligible for Medicare, whichever occurs first. The early retiree will pay a premium share equivalent to the active employee premium share, including any premium share surcharges, unless otherwise noted in individual early retirement agreements. Premium share rates will be adjusted annually.



At the time the early retiree's Board sponsored benefits end and the early retiree has not reached Medicare eligibility or age 65, early retirees have the option to continue their enrollment in the early retirement health and drug group plan as a direct-bill early retiree. Once an early retiree turns 65 or becomes Medicare eligible, he/she is no longer eligible to participate in the District's early retiree health plan.

The early retiree and eligible dependents may continue coverage when the early retiree terminates active employment. No new dependents may be added for an early retiree after they enroll in the early retiree group health plan.

If the early retiree dies, the following conditions must be met in order for a spouse and/or eligible dependents to remain in the group health benefits program:

- a. If the school district has been paying the full or partial premium for the early retiree's coverage at the time of death, the Board will continue to pay the premium share for three (3) months. If the early retiree's death occurred before the 15<sup>th</sup> of the month, that month will count as the first of the three (3) months. After the three-month period, the surviving spouse and eligible dependents will be offered continued coverage through COBRA.
- b. If the early retiree dies while paying his/her own premium through direct bill, the surviving spouse and eligible dependents will be offered continued coverage through COBRA.
- c. A surviving spouse who remarries and qualifies for coverage under the new spouse's health plan will no longer be eligible to remain in the school district's retiree benefits group. They and other eligible dependents who had been retained under the surviving spouse's contract will be offered continued coverage under COBRA regulations.
- d. A surviving spouse who is employed or accepts employment and is eligible for coverage under his/her employer's health benefits plan will not be eligible to remain in the school district's early retiree benefits group. Eligible dependents who had been covered under the school district's plan will be offered continued coverage under COBRA regulations.

If the early retiree, at the time of retirement, is covered by the school district's group life insurance plan and meets the requirements of the group plan for continued coverage, the Board will pay for the level of coverage in effect at the time of his/her retirement for the same time period specified in A (above). Thereafter, the early retiree will pay his/her own premium until Medicare eligible age, at which time the District will again pay the group life insurance premiums.

#### Regulations Governing Retiree Health Benefits

Applicable premium shares or surcharges for health coverage will be paid on a monthly basis through automatic withdrawal from a checking or savings account.

The early retiree agrees to be fully responsible for fulfilling all terms of eligibility required by the insurance contracts and benefit plans and to adhere to all of the program's rules and regulations.

It is the responsibility of the early retiree to notify the District's Administrative and Human Services Department of any changes in coverage, such as family plan to single plan.

The early retiree accepts any changes in the plan which coincide with changes in the active employees' plan.

The early retiree's coverage is subject to termination if premium share payments or full premium for self-payees is delayed beyond a 30 day grace period.

These Benefits are Subject to the Following Limitation:

Early Retirement health and prescription drug benefit cannot be used in conjunction with disability insurance.

**Schedule of Benefits**

**ONLY APPLIES TO STAFF HIRED PRIOR TO JULY 1, 2015**

**Eligible and Retires between July 1, 2015 and June 30, 2018 But Postpone Retirement Until After June 30, 2018**

1. Professional, Support Staff, and Confidential Staff with 10 years of full time local service to the District immediately prior to retirement would receive 48 months of health and drug coverage. Full time status for this benefit is 7 hours per day or more. An employee can be categorized full time school year or full time calendar year. Additional months of coverage are available through sick leave conversion (see Schedule B below). All dental coverage would end. Early Retirement age is between ages 55-64.
2. Classified Staff with 10 years of full time local service to the District immediately prior to retirement would receive 36 months of health and drug coverage. Full time status for this benefit is 7 hours per day or more. An employee can be categorized full time school year or full time calendar year. Early Retirement age is between 62-64. The classified staff can retire earlier than age 62 with additional months of coverage through sick leave conversion. (See Schedule B below).

**Eligible and Retires between July 1, 2018 and June 30, 2025**

All Staff with 10 years of full time local service to the District immediately prior to retirement would receive 36 months of health and drug coverage. Full time status for this benefit is 7 hours per day or more. An employee can be categorized full time school year or full time calendar year. Additional months of coverage are available through sick leave conversion. (See Schedule B below). All dental coverage would end. Early Retirement age is between ages 55-64.

**Eligible and Retires between July 1, 2025 and June 30, 2035**

All Staff with 10 years of full time local service to the District immediately prior to retirement would receive 24 months of health and drug coverage. Full time status for this benefit is 7 hours per day or more. An employee can be categorized full time school year or full time calendar year. Additional months of coverage are available through sick leave conversion. (See Schedule B below). All dental coverage would end. Early Retirement age is between ages 55-64.

**Eligible and Retires between July 1, 2035 and June 30, 2045 (or until the last employee hired prior to July 1, 2015 is eligible for the early retiree benefits)**

All Staff with 10 years of full time local service to the District immediately prior to retirement would receive 12 months of health and drug coverage. Full time status for this benefit is 7 hours per day or more. An employee can be categorized full time school year or full time calendar year. Additional months of coverage are available through sick leave conversion. (See Schedule B below). All dental coverage would end. Early Retirement age is between ages 55-64.

**Professional, Support Staff, Confidential Staff, and Classified Staff Sick Leave Conversion for Additional Months of Coverage Schedule B**

<i>Unused Sick Days</i>	<i>Additional Months of Coverage</i>
Accrued Prior to July 1, 2015	Each unused day of sick leave accrued prior to July 1, 2015 would be converted to a dollar amount of \$147 per day. The total dollar would be applied to determine the additional months of coverage for the early retiree at the full premium rate for the selected plan. Additional months are based on the premium rates at the time of early retirement. Months of coverage are included in the early retirement agreement provided to the early retiree at the time of their early retirement from the District.
Accrued On and After July 1, 2015	Each unused day of sick leave accrued after to July 1, 2015 would be converted to a dollar amount of \$147 per day. The total dollar would be applied to determine the additional months of coverage for the early retiree at the full premium rate for the selected plan. Additional months are based on the premium rates at the time of early retirement. Additional months of coverage are included in the Early Retirement Agreement provided to the Early Retiree at the time of their early retirement from the District.

In the event that an early retiree does not need additional months of coverage to reach age 65 or Medicare eligibility, the following sick leave conversion will apply.

<i>Unused Sick Days</i>	<i>Additional Months of Coverage</i>
Accrued Prior to July 1, 2015	Each unused day of sick leave can only be used for additional months of health and prescription drug coverage. These days will not be converted for any other benefit at the time of early retirement.
Accrued On and After July 1, 2015	Each unused day of sick leave accrued after to July 1, 2015 that is not needed for the early retiree to acquire additional months of health and prescription drug coverage to age 65 or Medicare eligibility would be converted to a dollar amount of \$147 per day and placed in a tax sheltered annuity at the time of early retirement.

**Early Retirement Benefits and Loss of Employment Due to Reduction in Staff**

In the case that an employee has been terminated from their position due to a reduction in staff unrelated to job performance and the employee has three or less years before they meet eligibility for early retirement, the School District of Janesville may allow the employee to early retire from the District at the time their employment would end.

**Early Retirement Benefits and Loss of Full Time Status Due to Reduction in Hours**

In the case that a full-time employee has their hours reduced to part-time status unrelated to job performance and the employee has three or less years before they meet eligibility for early retirement, the School District of Janesville will recognize those part-time years as full-time for the purpose of early retirement eligibility.

**EARLY RETIREMENT GROUP HEALTH BENEFITS-403B NON ELECTIVE CONTRIBUTION PLAN**

**Employees Hired on or After July 1, 2015**

A. Employees hired on or after July 1, 2015 are not eligible for early retirement group health benefits.

- B. Employees hired on or after July 1, 2015 may be eligible for a 403b non elective contribution plan at the time of retirement. Employees eligible for the 403b non elective contribution plan benefit must have 10 years of consecutive full-time (7 or more hours per day) employment with the School District of Janesville at the time of retirement (retirement age is between ages 55-64).
  - a. Employees eligible for the 403b non elective contribution plan benefit must be in good standing with the School District of Janesville at the time of retirement. Employees must not be on a remediation plan at the time of retirement or be terminated for disciplinary reasons.
  - b. For the purpose of this benefit, unused sick days are converted to a dollar amount equal to \$147 per day to be applied to a 403b non elective contribution plan payable at retirement.

**Employees Hired Before July 1, 2015**

- A. Employees hired before July 1, 2015 who are eligible for early retirement group health benefits will be subject to the following use of unused sick days at the time of early retirement.
  - a. Employees eligible for early retirement benefits will use all available unused sick days accrued prior to July 1, 2015 towards additional months of health and prescription coverage.
  - b. Employees eligible for early retirement benefits will use all available unused sick days accrued after July 1, 2015 towards additional months of health and prescription coverage unless they have adequate months of coverage to age 65 or Medicare eligibility.
  - c. Employees eligible for early retirement benefits who do not need additional months of health and prescription drug coverage for early retirement may convert unused sick days accrued on or after July 1, 2015 to a dollar amount equal to \$147 per day to be applied to a 403b non elective contribution plan payable at the end of their employment with the District.

**Staff Groups** (based on contract, intent to rehire, or conditional offer):

1. **Administrators include:** Directors, Chief Financial Officer, Chief Information Officer, Assistant Directors, Principals, Assistant Principals, Superintendent.
2. **Professional Staff includes:** all non-administrative licensed professional staff: Teachers, Therapists, Therapist Assistants, Nurses, Educational Interpreters, Psychologists, Counselors, Social Workers, Coordinators.
3. **Admin Support Staff includes:** Communications Specialist, Department Managers, Assistant Department Managers, IT Staff, Assistant Board Clerk, Benefits Specialist, Secretary to Director of HR/HR Manager, and Assistant Communications Specialist.
4. **Non-Admin Support Staff includes:** Kitchen Managers, Youth Advocates, FRC Coordinators, Graduation Coaches, Homeless Liaison, and Confidential Staff.
5. **Classified Staff includes:** Maintenance, Custodial, Food Service, Administrative Assistants, Clerks and Paraprofessionals.



SCHOOL DISTRICT OF JANESVILLE  
EMPLOYEE HANDBOOK

***PART II:***

***PROFESSIONAL LICENSED STAFF/NON-***

***ADMINISTRATIVE***

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

## **1.1 Standard for Nonrenewal for Full-Time Teachers**

Full-time teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in §118.22, Wis. Stats. No full-time teacher shall be non-renewed for arbitrary or capricious reasons. Such nonrenewal shall be exclusively subject to the provisions of §118.22, Wis. Stats. and is not covered by the grievance procedure under this *Employee Handbook*.

## **1.2 Voluntary Termination**

Voluntary termination may include retirement, voluntary resignation or non-renewal of contract under §118.22, Wis. Stats, §118.24, Wis. Stats. or a non-reappointment of an extra-curricular assignment.

## **1.3 Discipline and Involuntary Termination**

Professional Licensed Staff may be subject to corrective action, discipline, and termination outlined in [Part I, Section 6](#) of this *Handbook*. Involuntary termination involving the dismissal of a Professional Licensed Staff will result in the loss of length of service and other employment benefits.

## **1.4 Representation**

In the event a Professional Licensed Staff, who is a member of the Janesville Education Association, is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, the 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 for a reasonable period of time, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

## **1.5 Disciplinary Materials**

Copies of any disciplinary materials 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 as stipulated in [Part 1, Section 6](#).

## **SECTION 2: PROFESSIONAL HOURS AND WORK DAY**

### **2.0 Introduction**

Professional Licensed Staff are considered exempt professional employees under the federal Fair Labor Standards Act and therefore are paid a salary and are not entitled to over-time pay or additional compensation for work beyond the regular work day.

Professional Licensed Staff are responsible for the completion of their duties as set forth in their job description and those other duties specific to each position. Professional hours do not nullify the teacher's duty to supervise students as assigned outside of these hours.

### **2.1 Work Day for Professional Licensed Staff Assigned to Schools**

The regular workday for full-time Professional Licensed Staff assigned to a school building is typically from 7:45 a.m.-3:45 p.m. except, subject to the discretion of administration. Professional licensed staff members are expected to be present during this time, and whenever they have duties requiring them to be present, as indicated below. Hours of work are subject to change by administration based on the needs of the district. It is expected that Professional Licensed Staff members may need to work beyond the regular workday to complete their professional duties. The regular workday shall not be construed as a guarantee or limitation on the number of hours per day or the hours in a workweek, which may be scheduled or required by the District.

Professional Licensed Staff are required to remain in excess of eight (8) clock hours for professional events, administratively called meetings, and IEP meetings.

Whenever reasonably possible the administration will provide advanced notice of mandatory attendance and participation in required events.

Professional Licensed Staff members will receive a thirty (30) minute duty free lunch. Professional Licensed Staff members will be considered tardy if they arrive at work after the start of the regular workday without a valid reason for their late arrival and prior notification to their building principal.

### **2.2 Attendance at School and District Sponsored Events**

Attendance at non-mandatory school and district events is encouraged.

### **2.3 Flexible Scheduling During Workweek**

Professional Licensed Staff may request a change in their weekly work schedule. The request shall be filed with the building principal. The building principal shall have the authority to grant or deny temporary and/or emergency requests.

### **2.4 Emergency School Closings**

In the event the District is closed or an individual building is closed due to an emergency, full or partial day closures may be made up at the discretion of the District. Professional Licensed Staff shall not receive additional compensation in the event the district requires such days or time to be made up with or without students.

### **2.5 Differential Pay for Professional Staff**

Differential pay for Professional Licensed Staff may be granted for the following duties: Summer School positions; curriculum work; evaluations for students with special services; attendance at IEP meetings; leading professional development. In order to be compensated for these duties, staff members must provide the Administrative and

Human Service Office with written approval of the work by their supervisor and will submit time sheets after the completion of the event.

Differential Pay will be calculated and paid based upon the following schedule. All differential pay is subject to administrative pre-approval.

<p><b>Summer School/JIEP Rate \$23.73* per hour</b></p> <p>Includes: -Teaching assignments including Summer School, JIEP, ESY (Extended School Year).</p>	<p><b>Curriculum Work Rate \$21.20* per hour</b></p> <p>Includes: Assignments/projects coordinated or initiated by the departments of Learning &amp; Innovation, Special Education or Student Services.</p> <p>Work is to be done <b>outside regular contract days.</b> <b>(Director prior approval is required for compensation.)</b></p>
<p><b>Evaluator Rate \$25.00* per hour</b></p> <p>Services and attendance at IEP meetings that involve all aspects of preparing, conducting and communicating student evaluations and results that are completed <b>outside the regular contracted days.</b></p> <p>Evaluators may include: School Psychologists; Social Workers; Occupational Therapists; Physical Therapists; School Nurse; Speech and Language Pathologists; and Vision and Hearing Personnel</p>	<p><b>IEP Team Meeting Attendance (Non- Evaluators) \$23.73* per hour</b></p> <p>Attendance at IEP Meetings <b>outside the regular contracted days.</b></p> <p><b>Mentor/Buddy PD Hours or Stipend</b></p> <p>Mentors and Buddies may choose to earn PD hours or stipend. Mentor: 20 PD hours or \$500 stipend Buddy: 10 PD hours or \$250 stipend</p>

**\*Rates subject to change**

<p>Professional Development</p> <p>Staff who facilitate professional development may earn double hours or receive pay at the rate of \$42.40 (this pay rate takes planning time into consideration).</p> <p>Up to 2 facilitators per session or receive prior approval from the Assistant Director of Professional Development.</p>
---



## **SECTION 3: PROFESSIONAL DEVELOPMENT AND TRAINING**

*[Board Policy 4233 and Administrative Regulation 4233.1]*

### **3.0 Introduction**

“Our students need us to be at our best. And for our own sanity and success, we need to pursue relevant, meaningful learning that empowers us to thrive as educators.” – Rick Czyz

Effective professional development helps teachers continuously improve and perfect their craft to meet the needs of their students. This includes coaching over an extended time, the use of data teams, a focus on how students learn, and teachers working collaboratively.

The School District of Janesville recognizes that Professional Development must evolve in the same ways that classroom instruction is shifting. Engaged and empowered students have engaged and empowered teachers. To support this goal, educators in the SDJ will participate in a variety of District directed and self-selected professional learning opportunities designed to support District Promises, their growth as educators and student achievement.

### **3.1 Newly Hired Licensed Professional Staff**

All newly hired certified staff will be required to attend New Teacher Institute during the first year of employment. The institute is offered during the summer. New staff will receive 15 hours towards professional development hours as outlined in the salary schedule.

### **3.2 Professional Development and Training/New and Current Professional Licensed Staff**

All Professional Licensed Staff will participate in scheduled professional development activities including, but not limited to: beginning of the year work days, designated Professional Development days (as indicated on the District calendar), and after school professional development meetings scheduled by district administration. These scheduled professional development opportunities take place during the normal work calendar and are in addition to professional development hours required for salary advancement.

### **3.3 Staff Responsibilities Regarding Professional Development**

Staff are responsible for signing up and submitting requests in My Learning Plan prior to the date of the event. All out of district requests must be pre-approved by an SDJ administrator.

Professional development costs are the responsibility of the individual employee. Any exceptions would be determined by a district department director.

#### **Presenting at Out-of-District Events**

Staff are required to obtain prior approval from their supervisor before submitting a conference/workshop proposal that takes place during the school year/contract hours.

## **SECTION 4: VACANCIES, ASSIGNMENTS & TRANSFERS**

### **4.0 Introduction**

The District reserves the right to assign or transfer Professional Licensed Staff.

### **4.1 Vacancies**

Notices of job vacancies for any permanent position will be posted at the Educational Service Center (ESC and emailed to all staff). Postings are also available on the WECAN website (<https://wecan.education.wisc.edu/#/>) and the district website (<http://www.janesville.k12.wi.us/default.aspx>). Application deadlines, job qualifications, and other pertinent information will be included in the job posting. Vacancies will be filled using the SDJ's peer interview process. Vacancies will be posted for 7 calendar days.

Internal applicants are not allowed to apply for a vacancy if they are on an active discipline or corrective action plan.

### **4.2 Assignment Consideration/Voluntary Transfer Request**

Professional Licensed Staff may express in writing an assignment consideration. Staff may make this request to their building principal or directly to the Assistant Superintendent of Administrative and Human Services if they wish to keep their request confidential, to the extent permitted by law. All written requests for assignment consideration for the following school year should be submitted between January 1 and March 15. Professional Licensed Staff must be qualified for any requested assignment.

Submitting a request is not a guarantee that a staff member will have their request filled.

### **4.3 Transfers**

When the District determines that a transfer is necessary, the transfer assignment will be at the discretion of the District. The Assistant Superintendent of Administrative and Human Services will consider staff requests that have been properly submitted. Only staff that are qualified for the open position will be considered for transfer.

The SDJ will make every attempt not to transfer (involuntary transfer) a Professional Licensed Staff two (2) years in a row. However, consideration for a voluntary transfer will be given to a staff member in the second year if the staff member is requesting a transfer back to a previous school.

## **SECTION 5: REDUCTION AND/OR ELIMINATION OF POSITIONS**

### **5.1 Reasons for Reduction or Elimination of Positions**

The SDJ may determine it necessary to non-renew full-time teachers or terminate other professional licensed staff due to a reduction in the number of positions or the number of hours in a position or due to the elimination of positions as a result of reorganization or other circumstances. In such cases the following sections will apply.

### **5.2 Notice of Reduction or Elimination**

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

Professionally licensed staff that do not pertain to the guidelines with Wis. Stat 118.22 will be notified in writing of any reductions or elimination of positions.

### **5.3 Selection for Reduction or Elimination**

The following criteria may be considered as part of the selection process:

- A. Attrition Consideration of any normal attrition resulting from employees retiring or resigning.
- B. Performance of the Employees Under Consideration
- C: Licensure and Other Qualifications Consideration of the licensures that staff hold and/or other qualifications of staff.

### **5.4 Reemployment Process**

Employees who have been non-renewed or terminated as a result of reduction of staff or elimination of positions may apply for any vacancies that the District may have available. The District will not recall positions. All vacancies will be posted in accordance with the terms in this *Handbook*.

If an employee has been rehired by the SDJ within 12 months of the effective date of non-renewal due to reduction of staff or hours or elimination of position, the employee will retain the sick leave and years of service accrued prior to non-renewal.

## **SECTION 6: RESIGNATIONS**

### **6.1 Resignation**

A resignation is a request by a professional licensed staff member to be released from a contract prior to the end of the contract.

### **6.2 Resignation Process**

Requests for resignation shall be made in writing to the District Administrator for presentation to the Board of Education at least 30 days before the resignation will, if accepted by the Board of Education, become effective. If the Board of Education grants a professional licensed staff member a release from this contract, the staff member shall pay liquidated damages as set forth in section 6.03 below.

### **6.3 Liquidated Damages**

Resignation received after June 15 and on/or before June 30 liquidated damages will be equal to \$600.00.

Resignation received after June 30 and on/or before July 31 liquidated damages will be equal to \$1200.00

Resignation received on or after August 1 liquidated damages will be equal to \$1800.00

Payment must accompany resignation and be in the form of certified check, cash, or money order. Payment must accompany resignation and be in the form of certified check, cash, or money order.

## **SECTION 7: SUPERVISION AND EVALUATION OF PROFESSIONAL LICENSED STAFF**

### **7.1 Supervision and Evaluation [[Board Policy 4231](#)]**

The Board considers evaluation, including classroom visitation, of professional licensed staff to be one of the responsibilities of the principals, administrators, and other persons charged with visitation and evaluation responsibilities.

Evaluations shall be conducted consistent with the Educator Effectiveness system, legal requirements, and this Employee Handbook.

### **7.2 Supervision and Evaluation of Licensed Staff**

During the 2013-14 school year all school districts in the State of Wisconsin implemented the State Educator Effectiveness process as detailed by Wisconsin Act 166 (March, 2012). The School District of Janesville will be using the CESA 6 equivalency model to comply with Act 166. In this model, staff will participate in at least one announced 45-minute observation and three 15-20 minute unannounced observations during a three-year period.

Staff members will be rated in one of four categories. They include the following:

- Distinguished;
- Effective;
- Developing/Needs Improvement;
- Unacceptable

All new staff (those in their first two years of their employment) will receive a mid-year interim assessment to provide systematic feedback prior to the final summative review.

The Summative Assessment will be written at the end of the 3-year cycle and be based on the performance standards of the Effectiveness Project and from multiple data sources. Supervisors will use the Summative Performance Report to rate and detail progress of the staff member based on goals and observations consistent with the plan.

Each professional educator may keep a current electronic Documentation Log as detailed in the Effectiveness Plan.

The Effectiveness Plan is currently divided into three areas. They include:

- Teacher;
- Educational Specialist;
- Principal/Administrator.

Each group has a comprehensive handbook that details the forms and processes that will be followed for evaluation. The Educational Specialist group involves school counselors, school nurses, school psychologists, social workers, student service specialists, innovation specialists, library media specialists, academic learning coaches, behavior intervention specialists, occupational therapists, physical therapists and speech and language pathologists.

In addition, the district reserves the right to gather employee performance data through observations, interviews, student surveys, and electronic recordings. These data sources will be used to compile formative and summative evaluations.

## **SECTION 8: PROFESSIONAL LEAVES**

### **8.1 Exchange Teacher Leaves [[Board Policy 4257](#)]**

An unpaid leave of absence for up to one year may be granted under an exchange teacher program, whereby a teacher from another country or another school system and Janesville teacher exchange positions for one year. No more than two such exchanges shall be granted in any one year. Conditions for such a leave are outlined in [Board Policy 4257](#).

### **8.2 Sabbatical Leave [[Board Policy 4258 & Administrative Regulation 4258.1](#)]**

The Board of Education has authorized a maximum of one, one-year sabbatical per year. Sabbaticals may also be granted for shorter periods of time. Sabbatical leaves will be reviewed in conjunction with internship requests. As the total of the two must not exceed the cost impact of the salary and fringe benefits of one long-term substitute teacher per year.



SCHOOL DISTRICT OF JANESVILLE  
EMPLOYEE HANDBOOK

# ***PART III: CLASSIFIED STAFF***

## **SECTION 1: DISCIPLINE AND TERMINATION**

### **1.00 Introduction**

Refer to [Part I, Section 6](#) of this Employee Handbook for information regarding corrective action process and termination of classified staff.



## **SECTION 2: HOURS OF WORK AND WORK SCHEDULES**

### **2.0 Introduction**

This section shall not be construed as a guarantee or limitation of the number of hours per day or hours in a work week which may be scheduled or required by the District.

The District has the right to set the schedule of hours to be worked.

### **2.1 Regular Hours of Work**

#### **A. All Classified Staff**

The district expects all staff to work a set number of hours per day for 5 consecutive days each week.

#### **B. Maintenance, Custodial and Food Service Staff**

Maintenance/custodians are on call in case of an emergency and may be called in on off hours if certain work cannot be done during the regular work day.

Scheduled hours for Food Service may vary according to the number of meals served.

### **2.2 Lunch Periods and Other Break Times**

A. Specific time and place for breaks are determined by the supervising administrator, manager, or his/her designee.

B. Full time employees have one (1) 15 minute paid break and one (1) 10 minute paid break during each work shift.

C. Part time employees working 4 or more hours per day shall receive one (1) 15 minute paid break during their shift.

#### **D. Lunch Breaks**

Because of different schedule requirements, employees' lunch and break times may vary for different assignments and locations. Full time employees will be given a 30 -60 minute unpaid lunch break that is not part of the daily work schedule. It is up to the discretion of the building principal/supervisor to schedule part-time employees for an unpaid lunch, though it is not a requirement. The scheduled lunch breaks can range from 30-60 minutes.

Paraprofessionals who accompany students on field trips should make arrangements with the supervising teacher regarding time and location of their lunch and break. If a paraprofessional is unable to take a duty-free lunch or break time because of the nature of the field trip/responsibilities, they should report this to their principal. The principal will then make arrangements for an ERT (Early Release Time) on a non-student attendance day. However, all reasonable attempts should be made to take lunch and break times during the field trip.

### **2.3 Flexible Scheduling During Work Week**

Should an employee be required to start his shift early because of an emergency condition, they may be able to leave earlier than their assigned end time with the permission of their supervising administrator or manager.

A change in an employee's weekly work schedule may be made by the employer (supervising administrator or manager) subject to consultation with the employee.

**2.4 Reduction in Scheduled Hours**

Employees who are reduced in hours shall not lose any sick leave and/or vacation earned as an employee. Employees who have had sick leave/vacation allocated may see an adjustment in allocation to reflect their fractional employment status.

**2.5 Attendance at Meetings**

Administration and Department Managers will make efforts to schedule required meetings during normal working hours. If a required meeting is held during non-work hours an employee can accumulate the time and use it to take time off during that fiscal year. The accumulation will be hour for hour unless the time puts the employee into overtime at which time one hour equals one and a half hours of flex time. In the event of overtime, the employee also has the option to be paid for the time at a rate of 1.5 times their hourly rate by submitting timesheets to their manager. Flex time must be taken on a non-student contact day and be approved in advance by the employee’s manager.

**2.6 Emergency Scheduling**

**A. Snow Plowing, Other Emergencies Outside Regular Hours**

Maintenance or Custodial staff may on occasion be called in for emergency situations such as snow plowing, electrical outages, water main breaks, etc. When a Maintenance or Custodial staff is called in for such emergencies outside their regular scheduled hours, the employee will receive a differential in pay, but only for the hours worked outside their regular scheduled time. Any work hours accrued over 40 hours in one week will be paid at the regular overtime rate. ([See Part III, Section 3 – Overtime](#)).

If a staff member is called in on an emergency during a vacation, personal day or holiday, they will be able to reschedule any lost time.

**2.7 Differential Pay for Classified Staff**

Hourly pay differential only applies to staff substituting in classifications higher than their regular assignment. All employees must fill out timesheets to record their differential pay.

If you are substituting in:	Substitute Position(s)	Your hourly differential will be
Classification 2	Food Service Helper	No hourly rate change
Classification 3	Elementary Host/Hostess	\$0.75 per hour
Classification 4	Cook	\$1.00 per hour
Classification 5	Custodian	No hourly rate change
Classification 6	Custodian I	
Classification 7	Central Stores Clerk I	\$0.25 per hour
Classification 8	Custodian II	\$0.35 per hour
Classification 9	Central Stores Clerk II	
Classification 10	Elementary Head Custodian	
Classification 11	Asst. HS Head Custodian	
Classification 12	Maintenance I	\$0.75 per hour
Classification 13	Middle School Head Custodian Maintenance II	
Classification 14	Maintenance III High School Head Custodian	\$1.00 per hour
Kitchen Manager	Kitchen Manager	\$1.00 per hour

Night Differential Pay	All Classifications Above	\$0.25 per hour
------------------------	---------------------------	-----------------

Night Differential Pay applies to shifts which begin at or after 2:00 pm

Snow Removal/Emergency Pay  All hours worked which are not part of an employee's regular schedule	Custodial and Maintenance Classifications	\$5.00 per hour
---	---	-----------------

## **SECTION 3: OVERTIME**

### **3.0 Introduction**

All classified employees will be paid one and one half times their regular hourly pay in excess of forty (40) hours per week. For the purposes of overtime, a work week runs Sunday to Saturday. Sick time used whether paid or unpaid, shall not count toward determining overtime. Time over forty (40) hours worked per week therefore does not include sick, vacation, holiday or personal leave time.

All overtime must be approved by the supervising administrator or manager in advance of working the overtime hours.

### **3.1 Overtime Assignments**

Non-emergency scheduled overtime assignments will be filled using volunteers first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee as determined by the supervising administrator or manager. Selecting volunteers will be done using a rotating basis within the applicable job classification. An employee can choose to volunteer or not when they are next in the rotating cycle. Once an employee accepts or declines an overtime assignment they go back to the end of the list. Emergency overtime assignments shall be assigned at the discretion of the supervising administrator or manager.

## **SECTION 4: TRAINING AND DEVELOPMENT**

### **4.0 Introduction**

SDJ expects that employees will keep abreast of developments within their own area of expertise, keep all certifications current, and participate in their own development throughout their employment with SDJ. Supervising administrators and managers will provide support and guidance in relation to the training and development of those reporting to them.

Should an employee lack the knowledge, the skill or the ability to such an extent that they cannot carry out his/her duties to the standard required, training and development may be provided in an attempt to improve performance.

The SDJ will monitor and evaluate training and development activity so as to continually improve the program and the participation of SDJ employees.

### **4.1 Time Allocation for Training and Development**

Release time during regular work times and days when school is in session is increasingly difficult; however whenever it is possible training and development activities that are required by SDJ will take place during work time with employees receiving their regular pay during the activity. In these cases, substitutes or other work coverage will be furnished if needed.

Training and development activities that are encouraged but not required may take place during work time or other time outside of usual patterns of work. Supervisors will work closely with employees to arrange for any substitutes or other work coverage.

## **SECTION 5: VACANCIES, ASSIGNMENTS, TRANSFERS**

### **5.0 Introduction**

The District reserves the right to assign or transfer all employees. Assignments and transfers may involve a change in hours or pay rate.

### **5.1 Vacancies**

Notices of job vacancies for any permanent position will be posted at the Educational Service Center (ESC) and emailed to all staff. Postings are also available on the WECAN website (<http://services.education.wisc.edu/#/>) and the district website (<http://www.janesville.k12.wi.us/default.aspx>). Application deadlines, job qualifications, and other pertinent information will be included in the job posting. Vacancies will be posted for 7 calendar days.

Internal applicants are not allowed to apply for a vacancy if they are on an active discipline or improvement plan or have not been in their current position for a minimum of 90 days. Any exceptions must be approved by their supervising administrator or manager.

### **5.2 Selection Process**

The SDJ fosters and encourages the promotion of qualified employees. Job experience, skill level, aptitudes, as defined by the Standards of Professional Behavior, are the primary factors for any promotion, assignment or transfer. Administration and /or management may choose to engage in a peer interview process to fill vacancies.

### **5.3 30 and 90 Day Review for New and Promoted Employees**

Supervising administrators and managers will conduct a 30 day and 90 day interview with all new employees, reassigned, and promoted employees. The 30 and 90 days are work days.

### **5.4 Assignments**

Work schedules and assignments are established by the administration and/or management. Requests for reassignments or transfers can be submitted to the employee's department supervising administrator or manager for consideration. These requests may be submitted at any time. Should an assignment or reassignment require additional or specific training and development, the School District of Janesville may consider providing the training to the employee.

Employees who are on a corrective action plan are not eligible for a transfer or reassignment unless it is part of the remediation.

### **5.5 Seasonal Assignments**

School year employees desiring work during the summer should indicate in writing to the Human Resource Department by March 1 that they are interested in summer work. Each employee making a request will be notified in writing by May 15 if summer work will be available. Seasonal pay rate will be determined by job.

## **SECTION 6: RESIGNATIONS**

### **6.00 Introduction**

Resignation is a voluntary termination of employment initiated by the employee. For planning purposes the SDJ requests that classified employees notify their supervising administrator or manager as soon as possible of an intention to resign. A minimum of two (2) weeks' notice of resignation is expected from classified employees. The two week notification should be submitted in writing to the Assistant Superintendent of Administrative and Human Services or their designee and to the supervising administrator or manager.

At the supervising administrator or manager's recommendation and with approval from the Assistant Superintendent of Administrative and Human Services, the employee's resignation date may be advanced to an earlier date with pay in lieu of notice given.

## **SECTION 7: SUPERVISION AND EVALUATION**

### **7.01 Evaluation of Staff**

Newly hired non-certified staff are to be evaluated based upon the following schedule:

- Year 1 – 3 observations and 1 summative
- Year 2 – 1 observation and 1 summative

Then on the following three-year repeating schedule:

- Year 1 – 1 observation
- Year 2 – 1 observation
- Year 3 – 1 observation and 1 summative

Employees will remain on the same schedule even if they are hired into a different position/building.