



Monona Grove School District

Monona Grove Support Staff Handbook

Revised per Board of Education August 9, 2023

## Employee Acknowledgment

I acknowledge that I have received and reviewed a copy of the Monona Grove School District Support Staff Policies and Handbook. I understand that it is my responsibility to read the Handbook. If there are any policies or provisions provided to me that I do not understand, I will seek clarification from my immediate supervisor. I understand that this *Handbook* states the Monona Grove School District's policies and procedures in effect on the date of publication. I also understand that these policies and procedures are continually evaluated and may be modified, revoked, suspended, terminated, or changed in whole or in part, with prior notification to staff and an effective date for the change.

I understand that this *Handbook* does not constitute an employment contract. I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation. 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

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

# Preamble

## Employees Covered:

This Handbook is provided as a reference document for the Monona Grove School District's (hereinafter referred to as "District") Support Staff. For purposes of this *Handbook*, the term staff shall include administrative assistants, educational assistants, building and grounds, custodial and school nutrition.

# Disclaimer

The contents of this Handbook are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, with prior notification to staff and an effective date for the change. The language which appears in this Handbook is not intended to create, nor is it to be construed to constitute a contract between the District and any of its employees or a guarantee of continued employment.

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

This Handbook is intended to provide support staff with information regarding policies, procedures, ethics, expectations and standards of the District; however, this Handbook should not be considered all-inclusive. Copies of Board Policies and Administrative Guidelines are available on the District website at <http://www.boarddocs.com/wi/mgsd/Board.nsf/Public> under "Policies". It is important that each support staff employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration, the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code, and the policies of the Monona Grove School Board.

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## **Mission and Vision Statements**



### **Monona Grove School District**

#### **Our Mission:**

To be a safe, equitable, and inclusive learning community for everyone.

#### **Our Vision:**

Engaged learning where equity is prioritized.

## **SECTION 1. DEFINITIONS**

- A. Discipline: Discipline is broadly defined as a suspension [unpaid or paid], or an oral or written reprimand. Discipline for the purposes of Grievance is narrowly defined in Section 4: Grievance Policy and Procedure.
- B. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.
- C. Termination Definition for Grievance Procedure: See Section 4: Grievance Policy and Procedure.
- D. Workplace Safety Definition for Grievance Procedure: See Section 4: Grievance Policy and Procedure.

**Note:** Additional definitions may be added to this Handbook as needed.

## **SECTION 2. EMPLOYMENT LAW**

### **2.01 Nondiscrimination and Equal Employment Opportunity**

The Board of Education does not discriminate in the employment of support staff on the basis of the Protected Classes of race, color, national origin, age, sex (including transgender status, change of sex, sexual orientation, identity, gender expression or gender nonconformity) pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters, or any other characteristic protected by law in its employment practices.

For additional information, please see Board Policy 4122.

### **2.02 Equal Opportunity Complaints**

The District encourages informal resolution of complaints under this policy. Employees who believe they have been unlawfully discriminated/retaliated against are entitled to use the complaint process in Board Policy 4122.

### **2.03 Section 504/ADA Prohibition Against Disability Discrimination in Employment**

The Board of Education prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any

way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

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

For additional information, please see Board Policy 4123.

## **2.04 Employee Anti-Harassment**

### **Prohibited Harassment**

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

The Board will vigorously enforce its prohibition against harassment based on race, color, national origin, age, sex (including gender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters (collectively, Protected Classes), or any other characteristic protected by law in its employment practices (hereinafter referred to as harassment) and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board prohibits harassment that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur employee-to-employee, employee-to-student, male-to-female, female-to-male, male-to-male, or female-to-female.

The Board will investigate all allegations of harassment and, in those cases where harassment is substantiated, take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects.

Individuals who are found to have engaged in harassment will be subject to appropriate disciplinary action.

## Notice

Notice of the Board's policy on anti-harassment related to employment practices and the identity of the District's Compliance Officer will be posted throughout the District and published in any District statement regarding the availability of employment, staff handbooks, and general information publications of the District as required by Federal and State law and this policy.

## Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

**Complainant:** is the individual who alleges, or is alleged, to have been subjected to harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

**Day(s):** Unless expressly stated otherwise, the term “day” or “days” as used in this policy means a business day(s) (i.e., a day(s) that the District office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

**Respondent:** is the individual who has been alleged to have engaged in harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

**School District community:** means students and Board employees (i.e., administrators, and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

**Third Parties:** include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

## Bullying

Bullying rises to the level of harassment when one (1) or more persons systematically and **chronically** inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation, or unreasonably interfere with the individual's school or work performance or participation, and may involve:

- A. teasing;



- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

“Harassment” also includes “hate speech”—the use of language, behavior, or images/symbols that express prejudice against a particular group or groups on the basis of any protected characteristic(s).

Examples are:

- A. making statements that promote violence toward a racial or ethnic group;
- B. drawing, displaying or posting images or symbols of prejudice (e.g., swastikas).

### **Sexual Harassment**

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitutes sexual harassment when:

- A. a supervisory employee engages in harassing behavior towards a subordinate employee, regardless of whether such conduct creates a hostile work environment;
- B. acquiescence in or submission to such conduct is an explicit or implicit term or condition of employment;
- C. an individual's acquiescence in, submission to, or rejection of such conduct becomes the basis for employment decisions affecting that individual;
- D. such conduct is sufficiently severe, pervasive, and persistent such that it has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment;

- E. consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism results in an adverse employment action for another employee or otherwise creates a hostile work environment;
- F. inappropriate boundary invasions by a District employee or other adult member of the District into a student's personal space and personal life.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, i.e., sexual harassment prohibited by Title IX, is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. unwelcome sexual propositions, invitations, solicitations, and flirtations;
- B. unwanted physical and/or sexual contact;
- C. threats or insinuations that a person's employment, wages, promotion, assignments, or other conditions of employment may be adversely affected by not submitting to sexual advances;
- D. unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, text messages, or social media postings;
- E. sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work environment that reasonably may embarrass or offend individuals;
- F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;
- G. asking or telling about sexual fantasies, sexual preferences, or sexual activities;
- H. speculation about a person's sexual activities or sexual history or remarks about one's own sexual activities or sexual history;
- I. giving unwelcome personal gifts, such as lingerie, that suggest the desire for a romantic relationship;

- J. leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin;
- K. consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment;
- L. inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life; and
- M. verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Sexual relationships between staff members, where one staff member has supervisory responsibilities over the other, are discouraged as a matter of Board policy. Such relationships have an inherent possibility of being construed as sexual harassment because the consensual aspect of the relationship may be the result of implicit or explicit duress caused by uncertainty regarding the consequences of non-compliance.

Romantic or sexual relationships between District staff (teachers, aides, administrators, coaches, or other school authorities) and a student is expressly prohibited. Any school staff member who engages in sexual conduct with a student may also be guilty of a crime and any information regarding such instances will be reported to law enforcement authorities.

### **Boundary Invasions**

Boundary invasions may be appropriate or inappropriate. Appropriate boundary invasions make medical or educational sense. For example, a teacher or aide assisting a kindergartner after a toileting accident or a coach touching a student during wrestling or football can be appropriate. However, other behaviors might be going too far, are inappropriate, and may be signs of sexual grooming. Inappropriate boundary invasions may include, but are not limited to the following:

- A. hugging, kissing, or other physical contacts with a student;
- B. telling sexual jokes to students;
- C. engaging in talk containing sexual innuendo or banter with students;
- D. talking about sexual topics that are not related to the curriculum;
- E. showing pornography to a student;
- F. taking an undue interest in a student (i.e. having a special friend or a special relationship);

- G. initiating or extending contact with students beyond the school day for personal purposes;
- H. using e-mail, text messaging, or websites to discuss personal topics or interests with students;
- I. giving students rides in the staff member's personal vehicle or taking students on personal outings without administrative approval;
- J. invading a student's privacy (e.g. walking in on the student in the bathroom, locker-room, asking about bra sizes or previous sexual experiences);
- K. going to a student's home for non-educational purposes;
- L. inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of student);
- M. giving gifts or money to a student for no legitimate educational purpose;
- N. accepting gifts or money from a student for no legitimate educational purpose;
- O. being overly touchy with students;
- P. favoring certain students by inviting them to come to the classroom at non-class times;
- Q. getting a student out of class to visit with the staff member;
- R. providing advice to or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so;
- S. talking to a student about problems that would normally be discussed with adults (i.e. marital issues);
- T. being alone with a student behind closed doors without a legitimate educational purpose;
- U. telling a student secrets and having secrets with a student;
- V. other similar activities or behavior.

Inappropriate boundary invasions are prohibited and must be reported promptly to one of the District Compliance Officers, as designated in this policy, the Building Principal or the Superintendent.

### **Religious (Creed) Harassment**

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the

conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

### **National Origin/Ancestry Harassment**

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

### **Age Harassment**

Prohibited age-based harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's age, being over age forty (40), and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment.

### **Race/Color Harassment**

Prohibited race/color based harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race and/or color and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references regarding racial customs.

### **Disability Harassment**

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability, perceived disability, or record of disability, and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment. Such harassment may occur where conduct is directed at the characteristics of a person's current or past disability or a perceived condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

### **Anti-Harassment Compliance Officer**

The following individual shall serve as the District's Anti-Harassment Compliance Officer (hereinafter, "the Compliance Officer" or CO):

Nicole Thibodeau  
Director of Human Resources  
608-221-7660  
5301 Monona Drive  
Monona, WI 53716  
nicole.thibodeau@mgschools.net

The name, title, and contact information of this individual will be published annually in the staff handbooks and on the School District's website.

The Compliance Officer is responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

### **Reports and Complaints of Harassing Conduct**

The Compliance Officer will be available during regular school/work hours to discuss concerns related to harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about unwelcome conduct or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The Compliance Officer shall accept reports of harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level officials. Upon receipt of a report of alleged harassment, the Compliance Officer will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the CO will designate a specific individual to conduct such a process as identified in a pre-defined list of investigators. The Compliance Officer will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes harassment is obligated, in accordance with this policy, to report such observations to the Compliance Officer within two (2) days. Additionally, any Board employee who observes an act of harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the Complainant, if age eighteen (18) or older, or Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Members of the School District community along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment unless the complaining individual makes the complaint maliciously or with the knowledge that it is false.

Reporting procedures are as follows:

- A. Any employee who believes s/he has been the victim of harassment prohibited under this policy is encouraged to report the alleged harassment to the appropriate school official as identified in D below.
- B. Teachers, administrators, and other District officials who have knowledge of or receive notice that an employee has or may have been the victim of harassment prohibited under this policy shall immediately report the alleged harassment to the appropriate school official as defined in D below.
- C. Any other person with knowledge or belief that an employee has or may have been the victim of harassment prohibited by this policy shall be encouraged to immediately report the alleged acts to an appropriate school official as identified in D below.
- D. Appropriate District officials are as follows:
  1. Any complaint under this policy shall be reported to the District's Compliance Officer unless the complaint is regarding the Compliance Officer. In such cases, the complaints shall be reported to the Superintendent, who will appoint/designate another individual to serve as CO for the complaint regarding a CO.
  2. Any complaint under this policy regarding the Superintendent or Board Member that is received by the District Compliance Officer shall be referred to the Board's legal counsel, who shall assume the role of the District Compliance Officer for such complaints.
- E. The reporting party or Complainant shall be encouraged to use a report form available from the Principal of each building or available from the District office, but oral reports shall be considered complaints as well. **Use of formal reporting forms shall not be mandated.** However, all oral complaints shall be reduced to writing. Further, nothing in this policy shall prevent any person from reporting harassment directly to the Superintendent or other supervisory employee.

- F. To provide individuals with options for reporting harassment to an individual of the gender with which they feel most comfortable, the District shall designate both a male and a female District Compliance Officer.

If during an investigation of alleged bullying, aggressive behavior, and/or harassment in accordance with Policy 5517.01 - Bullying, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to the Compliance Officer who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be investigated in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1662 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

### **Investigation and Complaint Procedure**

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party (e.g., a visitor to the District) who believes that they have been subjected to harassment or has witnessed harassment of another may seek resolution of the complaint through the procedures described below. The complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of harassment or retaliation with the United States Department of Education Office for Civil Rights (OCR), the Wisconsin Equal Rights Division, and/or Equal Employment Opportunity Commission (EEOC). The Chicago Office of the OCR can be reached at John C. Kluczynski Federal Building, 230 S. Dearborn Street, 37th Floor, Chicago, IL 60604; Telephone: 312-730-1560; FAX: 312-730-1576; TDD: 800-877-8339; Email: [OCR.Chicago@ed.gov](mailto:OCR.Chicago@ed.gov); Web: <http://www.ed.gov/ocr>.

### **Complaint Procedure**

A Complainant who alleges harassment based on a protected class or retaliation may file a complaint, either orally or in writing: 1) with a Principal; 2) directly the CO; or 3) to the Superintendent or other supervisory employee. As noted above, any complaint received regarding the Superintendent or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints. Additionally, if the complaint is regarding the CO, the complaint shall be reported to the Superintendent, who will appoint/designate another individual to serve in the role of CO for a complaint regarding a CO.



Due to the sensitivity surrounding complaints of harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a Principal, Superintendent, or other supervisory employees, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) days.

Throughout the course of the process, as described herein, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All written complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions deemed appropriate in consultation with the Superintendent. No temporary arrangements shall be disciplinary to either the Complainant or Respondent.

Within two (2) days of receiving a complaint, the CO will inform the Respondent that a complaint has been received.

The Respondent is not entitled to receive a copy of any written complaint unless the CO determines it is appropriate to do so; however, the Respondent will be informed about the nature of the allegations. The CO shall inform the Respondent of the requirements of this policy, which may include providing the Respondent with a copy of this policy or information about where to find it. Respondent shall be afforded the opportunity to submit a written response to the complaint. The CO shall inform the Respondent of the Respondent's deadline to provide the CO with the written response to the allegations in the complaint.

Within two (2) days of receiving the complaint, the CO will initiate an investigation by at a minimum confirming receipt of the complaint with the Complainant and informing the Complainant of the investigation process.

Investigations shall be completed promptly. What constitutes promptness will depend on the complexity of the issues, the number of incidents or factual elements, the number of witnesses and documents to be consulted, and the availability of witnesses and other evidence. The CO shall keep the Complainant reasonably informed of the investigation's progress.

The investigation will include:

- A. interview(s) with the Complainant;
- B. interview(s) with the Respondent;
- C. interviews with any other witnesses who reasonably may be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO or designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of harassment as provided in this policy and State and Federal law as to whether the Respondent engaged in harassment of or retaliation toward the Complainant. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used.

The CO may consult with the Board's attorney during the course of the investigatory process and/or before finalizing the report to the Superintendent.

In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias or partiality, or for other reasons that impair the CO's ability to conduct an investigation, the CO may engage outside legal counsel to conduct the investigation consistent with this policy.

Absent extenuating circumstances, within five (5) days of receiving the report of the CO, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in harassment of or retaliation toward the Complainant, the Superintendent must identify what

corrective action will be taken to stop, remedy, and prevent the recurrence of the harassment or retaliation. The corrective action should be reasonable, timely, age-appropriate, effective, and tailored to the specific situation.

The decision of the Superintendent shall be final. If the investigation results in disciplinary action, the employee subject to discipline is entitled to file a grievance pursuant to Board Policy 3340. Nothing in this policy shall be construed to prevent an employee from bringing a complaint before the Equal Employment Opportunity Commission or the Wisconsin Equal Rights Division.

The Board reserves the right to investigate and resolve a complaint or report of harassment regardless of whether the member of the School District community or Third Party alleging the harassment pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

All timelines pertinent to the investigation process are intended to be guidelines to assure that the investigation proceeds with all deliberate efficiency. Failure of the CO to meet any specific timeline does not invalidate the investigation or provide a defense to the allegations.

### **Privacy/Confidentiality**

The District will employ reasonable efforts to protect the rights of the Complainant, the Respondent(s), and all the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligation in an investigation of harassment. The School District will respect the privacy of the Complainant, the Respondent, and all witnesses in a manner consistent with the School District's legal obligations under State and Federal law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided with the Complainant's identity.

During the course of an investigation, the CO will determine whether confidentiality during the investigation process is necessary to protect the interests and reputations of those involved and/or to protect the integrity of the investigation and if so, shall instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

## **Directives During Investigation**

The CO may recommend to the Superintendent placing any employee involved in an investigation under this Policy on administrative leave pending resolution of the matter. If the Superintendent is the Respondent, the CO shall make such recommendation to the Board. Administrative leave may be appropriate in situations in which protecting the safety of any individual or the integrity of the investigation necessitates such action.

The CO shall determine whether any witnesses in the course of an investigation should be provided a *Garrity* warning apprising the person of his/her obligations to answer questions truthfully and honestly while preserving the right against self-incrimination in the context of any resulting criminal investigation or prosecution.

Every employee interviewed in the course of an investigation is required to provide truthful responses to all questions. Failure to do so may result in disciplinary action.

## **Remedial Action and Monitoring**

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to counseling services, reinstatement of leave taken due to because of the discrimination, or other appropriate action.

The Board may appoint an individual, who may be an employee, to follow up with the Complainant to ensure no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly.

## **Sanctions and Disciplinary Action**

The Board shall vigorously enforce its prohibitions against harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable law.

When imposing discipline, the Superintendent shall consider the totality of the circumstances. In those cases where harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

Where the Board becomes aware that a prior disciplinary action has been taken against the Respondent, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

## **Retaliation**

Retaliation against a person who makes a report or files a complaint alleging harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

### **Allegations Constituting Criminal Conduct**

If the CO has reason to believe that the Complainant has been the victim of criminal conduct, such knowledge should be reported to local law enforcement. After such a report has been made, the Superintendent shall be advised that local law enforcement was notified.

If the Complainant has been the victim of criminal conduct and the accused is the Superintendent, such knowledge should be reported by the CO to local law enforcement. After such a report has been made, the Board President shall be advised that local law enforcement was notified.

Any reports made to local law enforcement shall not terminate the COs obligation and responsibility to continue to investigate a complaint of harassment. While the COs may work cooperatively with outside agencies to conduct concurrent investigations, the harassment investigation shall not be stopped due to the involvement of outside agencies without good cause after consultation with the Superintendent.

### **Reprisal**

Submission of a good faith complaint or report of harassment will not affect the Complainant's or reporter's work status or work environment. However, the Board also recognizes that false or fraudulent claims of harassment or false or fraudulent information about such claims may be filed. The Board reserves the right to discipline any person filing a false or fraudulent claim of harassment or false or fraudulent information about such a claim.

The District will discipline or take appropriate action against any member of the School District community who retaliates against any person who reports an incident of harassment prohibited by this policy or participates in a proceeding, investigation, or hearing relating to such harassment. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

### **Miscellaneous**

The District shall conspicuously post a notice including this policy against harassment in each school in a place accessible to the School District community and members of the public. This notice shall also include the name, mailing address, and telephone number of the COs, the name, mailing address, and telephone number of the State agency responsible for investigating allegations of discrimination in educational employment, and the mailing address and telephone number of the United States Equal Opportunity Employment Commission.

A link to this policy and any related administrative guidelines shall appear in the employee handbook and a copy shall be made available upon request of employees and other interested parties.

### **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of harassment. The Superintendent shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District staff at such times as the Board in consultation with the Superintendent determines is necessary or appropriate.

The Board will respect the privacy of the Complainant, the individuals against whom the complaint is filed, and the witnesses as much as practicable, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery, disclosure, or other legal obligations.

### **Retention of Investigatory Records and Materials**

The CO is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but are not limited to:

- E. all written reports/allegations/complaints/statements;
- F. narratives of all verbal reports, allegations, complaints, and statements collected;
- G. a narrative of all actions taken by District personnel;
- H. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

- I. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- J. all documentary evidence;
- K. e-mails, texts, or social media posts pertaining to the investigation;
- L. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- M. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- N. dated written determinations to the parties;
- O. dated written descriptions of verbal notifications to the parties;
- P. written documentation of any supportive measures offered and/or provided to Complainant and/or the Respondent, including no contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- Q. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects.
- R. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);
- S. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- T. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

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

### **3.01 District Expectations**

The District expects its employees to produce quality work, maintain confidentiality as required by law and Board Policy 8330 Student Records and Board Policy 8350

Confidentiality with respect to student and employee records, work efficiently, and exhibit a professional, respectful, and courteous attitude toward other employees, parents, students, administrators and Board members. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, and legal obligations.

The District expects employees to comply with the standards of conduct set out in Board policies, this *Handbook*, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees.

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

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

The Board of Education directs that all reasonable efforts be made to ensure a safe learning and working environment for the students and employees of this District. To that end and so that legitimate employee claims for worker's compensation be expedited, the Board requires that accidents be reported and evaluated. Any accident that results in an injury, however slight, to a student, an employee of the District, or a visitor to the schools must be reported promptly and in writing to the District Business Office. Injured persons shall be referred immediately to the appropriate personnel for such medical attention as may be needed.

The injured employee, visitor, or the staff member responsible for an injured student shall complete a form that includes the date, time, and place of the incident; the names of persons involved; the nature of the injury to the extent that it is known; and a description of all relevant circumstances. The student's parent shall be contacted.

Any employee of the District who suffers a job-related injury must report the injury and its circumstances to the principal or job supervisor, as appropriate, as soon as possible following the occurrence of the injury. The failure of an employee to comply with this mandate may result in disciplinary action in accordance with applicable policy or contractual standards.

Please see Board Policy 8442.

### **3.03 Attendance**

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employees has received approved leave.

Employees who are unable to report to work shall follow the district's reporting procedures for reporting his/her absence. Excessive tardiness, failure to notify the District of an absence and failure to report to work on such day could result in



disciplinary action.

### **3.04 Length of Service**

Length of service is defined as length of service with the District commencing on the most recent date of hire within the most recent employee classification. No distinction will be between full-time and part-time employees in calculating length of service.

An up to date Length of Service list will be available for inspection by the Association or any interested member of the staff.

### **3.05 Association**

The Board agrees that individual employee's shall have full freedom of association, self-organization and the designation of representatives of his/her own choosing, to negotiate base wages and that he/she shall be free from interference, restraint, or coercion by the Board, or its agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

Membership in the Association is voluntary. Employees have the right to join, refrain from joining, and/or maintain or drop their membership in the Association.

- A. Equipment use: The Association shall have the right to use for Association business, school equipment, such as copying equipment, when such equipment is not otherwise in use for purposes related to the Association's responsibilities and functions as the exclusive collective bargaining representative. Only qualified personnel as determined by the building principal will operate any such equipment. The Association shall pay for the costs of all materials and supplies incident to such use. The Association agrees to accept responsibility for repairing or replacing any equipment damaged during such use.
- B. Employee Mailboxes: Subject to all applicable rules and regulations of the U.S. Postal Service, the Association shall have the right to place material in the mailboxes of support staff employees, and in the inter-school mail service, such material to be properly identified by the Association and shall be related to the Association's responsibilities and functions as the exclusive collective bargaining representative. Placement shall be made by the building representative or other authorized Association representative. Copies of all materials shall be furnished to the building principal.
- C. Bulletin Boards: The Association shall have the right to use bulletin board space in the faculty lounge of each building to post Association notices related to the Association's responsibilities and functions as the exclusive collective bargaining representative. Such space is to be clearly identified by the Association with the name of the Association. Placement of such notices shall be made by the building representative or other authorized Association representative.
- D. Information: Consistent with its statutory duty to collectively bargain with the Association as the bargaining representative of bargaining unit employees, and

to provide information and data, the Board agrees to furnish the Association, upon proper request, relevant information and data with respect to total base wages.

- E. Board Agenda Items: At the request of the Association, the Superintendent will place items on the Board Agenda after consultation with the Board President.

### **3.06 Bulletin Boards**

The Employer shall provide a bulletin board as a limited forum for support staff employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. If a collective

bargaining unit exists, the Association will be allowed to post items on the bulletin board subject to the restrictions set forth herein and as amended by the applicable collective bargaining agreement. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law. The Superintendent will be provided a copy of all posted material at the time of the posting. The Superintendent and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

### **3.07 Child Abuse Reporting**

- A. Every District employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B.
- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department or, in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.
- C. See also, Board Policy 8462 Student Abuse and Neglect.

### **3.08 Communications**

- A. District employees are expected to comply with Board Policies: 7540 Technology, 7530.02 Staff Use of Personal Communication Devices, 7540.01 Technology Privacy, 7540.04 Staff Use of Information Technology and Communication Resources 7504.06 Electronic Mail, and 7542 Access to District Technology Resources from Personally-Owned Communication Devices when using information technology and communication resources. The District's computer network is for educational purposes. Staff should

not assume that any of their work or activities on the computer network is private. Such activity may be monitored.

- B. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
  - 1. Confidentiality of student records. Refer to Board Policy 8330 Student Records.
  - 2. Confidentiality of other District records, including staff evaluations and private email addresses. Refer to Board Policy 4002 Personnel Records.
  - 3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. Refer to Board Policy 8320 Personnel Records.
  - 4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
- C. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- D. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

### **3.09 Confidentiality**

Pupil information that employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. Refer to Board Policies 8330 Student Records and 8350 Confidentiality.

In addition to student information, confidentiality is expected in other areas, including

employee (refer to Board Policy 8320 Personnel Records) or District business information. Any requests for District records shall be referred to the appropriate administrator.

### **3.10 Conflict of Interest**

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are required to avoid outside activity that may compete or be in conflict with the best interests of the District.

Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his or her position to solicit opportunities for financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated. Refer to Board Policies 4210 Staff Ethics and 4230 Conflict of Interest.

### **3.11 Contracts and Conflict of Interest**

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

### **3.12 Copyright**

All reproduction, display, performance, and/or modification of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" as defined by federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Questions regarding copyright shall be directed to the Superintendent.

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, pictorial images, sculptural works, performance, music, video, or computer-programmed materials or the like, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. Employees are further advised that copyright provisions apply to all forms of digital media. It is important to note that a copyright may exist for a work of material regardless of whether such material is marked with a copyright notice. Employees should also refer to Board Policy 2531 Copyrighted Works.

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

Every District employee shall notify his/her immediate supervisor or administrator as

soon as possible, but no more than three calendar days, after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

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

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. A conviction of a crime shall not be an automatic basis for termination. The District will consider the circumstances of the offense, and whether the circumstances of the offense substantially relate to the circumstances of the employee's job in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District. If an employee is arrested during employment with the District, the District will determine whether the circumstances of the offense substantially relate to the circumstances of the employee's job. If the District determines there is a substantial relationship, the District may place the employee on administrative leave pending the District's further investigation.

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

The District seeks to provide a safe drug-free workplace for all of its employees. See Board Policies 4122.01 Drug and Alcohol-Free Workplace and 4215 Use of Tobacco by Support Staff.

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

Consistent with the Drug-Free Workplace Act, the Board prohibits the manufacture, possession, use, distribution, or dispensing of any non-medical use controlled substance, including alcohol and any drug paraphernalia, by any member of the District's professional staff at any time while on District property or while involved in any District-related activity or event. Further the Board also prohibits professional staff from being under the influence of drugs and/or alcohol at any time while on district property or involved in any District-related activity or event. Any staff member who violates this policy shall be subject to disciplinary action up to and including

termination.

### **3.145 Employee Assistance Program**

The District maintains an Employee Assistance Program (EAP). EAP is a voluntary and confidential program designed to promote the well-being of employees and their family members. Information on the District's EAP provider, benefits, and contact information may be found on the District website under Staff Resources > Benefits > Other.

### **3.15 Employee Identification Badges**

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

### **3.16 False Reports**

Employees may be disciplined for filing false reports or statements including but not limited to the following: accident reports, attendance reports, insurance reports, physician's statements, pre- employment statements, sick leave requests, student records, tax withholding forms and work reports.

### **3.17 Fraud and Financial Impropriety**

The District prohibits fraud and financial impropriety in the actions of its Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District. The District expects all individuals involved with the Monona Grove School District, including students, employees, Board of Education members, consultants, vendors, contractors and other parties maintaining any relationship with the District to act with integrity, due diligence and in accordance with all applicable laws, District policies and procedures in matters involving District fiscal, and property resources. See *also*, Board Policy 8900 Fraud.

### **3.18 Honesty**

Honesty is a core value in the District. Employees shall not intentionally falsify or create any inaccuracies verbally or on any official District documents including but not limited to time sheets, job applications, AESOP, employee or student records, etc.

### **3.19 Nepotism**

- A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District, except that the District may refuse to hire or promote a person into a position when the position will report to an individual who is the spouse of the person considered for hire or promotion, or when the position will report to an individual with whom the person has a relationship by affinity or consanguinity. In addition, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to

another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.

- B. Definition: For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.
- C. Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the Superintendent or his or her designee. Should the Superintendent be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District.

### **3.20 Outside Employment**

Outside employment is permitted so long it does not interfere with District responsibilities and does not create a conflict of interest as defined above in Section 3.10 Conflict of Interest and Section 3.11 Contracts and Conflict of Interest. See *also*, Outside Activities of Support Staff.

### **3.21 Personal Property**

Liability: The District does not assume any responsibility for loss, theft or damages to personal property. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility. See *also*, Board Policy 4281 Personal Property of Staff Members.

### **3.22 Personnel Records**

An employee shall have the right to review certain personnel documents, upon request and consistent with the timelines and content limitations specified in Wis. Stat. § 103.13, and Board Policies 4002 and 8320 Personnel Records at least two times per calendar year, while in the presence of the administrator or his designee. The employee is entitled to examine any personnel documents which are used or which have been used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, termination or other disciplinary action, and certain medical records. This examination must be accomplished in the presence of the person officially charged by the Superintendent with custody of those

documents. No personnel documents may be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents permitted to be reviewed pursuant to Wis. Stat. § 103.13, except those delineated in § 103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such a copy. An employee who is involved in a current grievance against the District may designate in writing a representative of the employee's union, collective bargaining unit or other designated representative to inspect the records which have a bearing on resolution of the grievance. After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a written statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.

### **3.23 Personnel – Student Relations**

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

The Board fully supports the right and desire of employees to maintain a proper disciplinary atmosphere in all classrooms. The Board further realizes that this is necessary if students and employees are to realize maximum effectiveness in the cooperative goals of educational excellence. See *also*, Board Policy 4213 Student Supervision and Welfare.

### **3.24 Staff Physical Examinations**

Staff physical examinations are required in accordance with section 118.25 of the Wisconsin statutes and are addressed in Board Policy 4160 Physical Examination.

### **3.25 Political Activity**

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

- A. No school employee shall, during hours for which pay is received and during which a student is present, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- B. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.



- C. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- D. Paragraphs A, B, and C above do not apply to Support Staff Employee Association business that is consistent with Part 1, Section 3.04 of this *Handbook*.

### **3.26 Employee (Whistleblower) Protection**

The Board of Education expects all its employees to be honest and ethical in their conduct, and to comply with applicable State and Federal law, Board policies and administrative procedures. Pursuant to State law, the Board expects instructional staff members to report to their immediate supervisors any violation or suspected violation of any Federal, State or local law, policy, or regulation committed by any employee, or agent of an agency or independent contractor which is doing business with the Board, which creates and presents a substantial or specific danger to the public's health, safety, or welfare.

Additionally, pursuant to State law, instructional staff members are expected to report any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor which is doing business with the Board.

It is the responsibility of an employee who is aware of conduct on the part of any Board member or employee that possibly violates Federal or State law, or Board policy, to call this conduct to the attention of his/her immediate supervisor. If the employee's immediate supervisor is not responsive or is the employee whose behavior is in question, the employee should report the alleged misconduct to the District Administrator. After such a report is made, the immediate supervisor will ask that the report be put in writing.

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

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

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

Upon receipt of a report made by an instructional staff member pursuant to this

policy, an investigation shall be commenced as soon as possible and shall be handled expeditiously.

Refer to Board Policy 3211 Whistleblower Protection.

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

Any work prepared by an employee within the scope of his/her employment is owned by the District under current federal copyright laws. This is called “work made for hire.” Occasionally an employee has questions regarding the use of materials to be included in book or other commercial materials. Such materials created by the employee may include staff presentations, student assessments, assignments, lesson plans, and similar materials.

In recognition of the unique value and importance of these materials to employees, as well as the public interest in dissemination of educational materials developed at public expense, the District grants non-exclusive license to the employees as creators to keep and use such materials in printed and electronic forms.

Employees therefore may take copies with them at separation of employment but are also expected to leave copies of materials. Employees are encouraged to share materials they have developed with each other in collaborative efforts to share best practices.

Prior Permission from the Superintendent of his/her designee shall be required in cases when “work made for hire” will be offered for sale or where payment is required for use.

See *also*, Board Policy 4231 Outside Activities of Support Staff.

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

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

### **3.29 Violence in the Workplace**

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. Definitions as Used Under this Section:
  1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the

- District.
2. **Threat:** A communicated intent to inflict physical or other harm on any person or property.
  3. **Intimidation:** Behavior or communication that comprises coercion, extortion, duress or putting in fear.
  4. **Court Order:** An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.
- C. **Prohibited Behavior:** Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
1. Assault or battery.
  2. Blatant or intentional disregard for the safety or well-being of others.
  3. Commission of a violent felony or misdemeanor.
  4. Dangerous or threatening horseplay or roughhousing.
  5. Direct threats or physical intimidation.
  6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
  7. Physical restraint, confinement.
  8. Possession of weapons of any kind on District property [please see section 3.43].
  9. Stalking.
  10. Any other act that a reasonable person would perceive as constituting a threat of violence.
- D. **Reporting 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 911 and may take whatever emergency steps are available and appropriate to protect him/her from immediate harm, such as leaving the area.
  2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.
- An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.
- E. **Investigation and Investigation Findings:** The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the

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

See *also*, Board Policy 4362.01 Threatening Behavior Toward Staff Members.

### **3.30 Legal Custodian of Records**

The Board has designated the following individual(s) as legal custodian(s) of records for the district: Superintendent and Board Clerk. The legal custodian is responsible for the maintenance of all district records under his/her charge and is vested with full legal power to render decisions and carry out the duties of school authorities under the public records and property law.

Refer to Board Policy 8310 Public Records.

## **SECTION 4. EMPLOYEE GRIEVANCE POLICY AND PROCEDURE**

This Employee Grievance Policy and Procedure is intended to apply to all school district employees, except as otherwise noted. Employees with a complaint related to employee discipline, employee termination, nonrenewal for performance, or workplace safety shall follow the procedures and timelines as described in this section. Section 4 replicates Board Policy 4340 Grievance Procedure. See *also* Section 3.22 Personnel Records of the Handbook.

Issues that arise related to the Handbook but not covered by Section 4 – Grievance Policy and Procedure may be brought to the attention of the immediate supervisor, followed by the Superintendent, followed by the Employment Relations Committee ERC Recommendations of the ERC shall be advisory only. See Board Policy 4340.01 General Employee Concerns.

### **Board Policy 4340 Grievance Procedure**

It is the policy of the District to treat all employees equitably and fairly in matters affecting their employment. Each employee of the District shall be provided an opportunity to understand and resolve certain matters affecting employment that the employee believes to be unjust. This section shall apply to all regular full-time, part-time, limited, temporary, and seasonal employees.

This procedure is available in the case of any employee's disagreement with discipline or termination of employment, as well as any matter relating to workplace safety.

A grievance shall mean a dispute concerning an employee's discipline or termination of employment, or a dispute concerning workplace conditions that affect workplace safety. Only one subject matter shall be covered in any one grievance. A written grievance shall contain:

- A. the name and position of the grievant;
- B. a clear and concise statement of the grievant;

- C. the issue involved;
- D. the relief sought;
- E. the date the incident or violation took place;
- F. the specific section of the Policy Manual alleged to have been violated;
- G. the signature of the grievant and the date.

All employee grievances must be filed by the aggrieved employee(s). The grievance must be filed within five (5) working days after the employee knew or should have known of the cause of such grievance.

The following procedures shall be followed:

A. Principal or Immediate Supervisor:

Any employee that believes s/he has a matter subject to the grievance procedure shall present the grievance to his/her immediate supervisor. If applicable, the employee shall perform the assigned task and grieve later. The Principal or Immediate Supervisor shall, within five (5) working days, inform the employee in writing of his/her decision.

B. Superintendent:

In the event the Principal's decision does not resolve the problem, the employee may, within five (5) working days of the date the Principal's written decision is issued, present his/her grievance in writing to the Superintendent. This grievance shall fully state the details of the problem and suggest a remedy.

The Superintendent shall, within five (5) working days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) working days. This step does not apply to any grievance related to action by the Board of Education that directly affects the grievant.

C. Hearing before an Impartial Hearing Officer:

In the event the matter is not resolved to the employee's satisfaction by the Superintendent, the employee may, within five (5) working days of the date of the written decision of the Superintendent, request in writing that the matter be referred for a hearing before an impartial hearing officer. The Board of Education shall appoint a hearing officer for the purpose of conducting the hearing. If the Superintendent denies the grievance based on whether the grievance is timely or relates to a covered matter (i.e. workplace safety, discipline or termination), the matter shall be referred to the Board for determination of whether the grievance may proceed. If the Board determined that the grievance may proceed, it will then be referred to the Impartial Hearing Officer. The Board may appoint a hearing officer or panel of potential hearing officers from which to select an officer for this purpose either on an ad hoc basis or by resolution adopted for a school year and delegate to the Superintendent the responsibility to arrange for such hearing with one of the selected officers. Each grievance shall be heard by a single hearing officer and such hearings shall be private. The employee and the District may present witnesses, and each side may select one individual to attend the hearing as a representative.

Any employee representative selected shall be at no expense to the District.

The Hearing Officer may only consider the matter presented to him/her in the initial grievance filed by the employee. The decision will apply exclusively to the employee

presenting the grievance. The Impartial Hearing Officer shall have authority to run the hearing, including administering oaths, admitting evidence into the record, providing for transcription, etc. The Officer may not modify any board policy and may not issue decisions on matters not presented to the Administrator in the initial grievance. Any costs incurred by the impartial hearing officer shall be paid by the District.

D. Board of Education:

In the event that either party is dissatisfied with the hearing officer's decision, that party may within ten working days, present the grievance in writing to the Board, who shall consider the matter within thirty (30) working days after its receipt, unless postponed by mutual agreement. The Board shall revise the decision of the impartial hearing officer and may either issue a decision or determine that additional evidence or testimony is necessary and provide for a hearing for that purpose. The Board's decision shall be by majority vote, which shall be final.

This procedure constitutes the exclusive process for the redress of employee grievances for the subject matter referred to herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with administration and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by administration which has final authority, subject to any applicable Board policy or directive, to resolve the matter.

Time limits contained in this grievance procedure outlined above may be extended by mutual consent of the parties. If any applicable time limit for advancing the grievance to the next step in the process is not met, the grievance shall be deemed resolved. Each employee shall be afforded any opportunity to be represented at each step of the grievance procedure by a representative of the employee's choice and at no expense to the District.

For purposes of this grievance procedure, the following definitions shall apply:

- A. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under Federal or State law, or District rule related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risks.
- B. "Termination" does not include voluntary resignation or retirement, or the nonrenewal of an employment contract pursuant to 118.22 and 118.24 Wis. Stats., nor does it include position elimination due to a reduction in force under District Policy 4131.
- C. "Employee discipline" refers to unpaid suspensions written reprimands, or demotion, but excludes performance conferences/evaluations, staff assignments, improvement plans, or oral counseling or reprimand unless a written record of the reprimand is placed in the employee's file.

## **SECTION 5. PAY PERIODS**

### **5.01 Payroll Dates**

Payroll will be paid on Friday on a biweekly basis. A payroll schedule will be posted on the Business Services section of the District Website. If a payroll falls on a federal bank holiday, the payroll will be deposited on the previous business day.

### **5.02 Direct Deposit Payment Method**

All employees shall participate in a direct payroll deposit plan. Direct deposit notification will be emailed to the employee's District email account on each payday.

Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing. Each employee shall, with each electronic payroll deposit slip, receive information on the employee's pay received. In addition to the above, each employee shall have access to electronic records indicating the number of accumulated sick leave hours, the number of personal hours, the number of vacation hours, the number of comp time hours and the sick, personal, vacation, and comp hours remaining to the employee's credit.

### **5.03 Salary Deferrals**

- A. The District will maintain a tax-deferred retirement savings program. Employees shall have the opportunity to participate in the District's 403(b) and/or 457 retirement savings program to invest their money through salary. Details about these programs, including enrollment information, may be found on the District website under Staff Resources > Benefits > Retirement.
- B. Employee's, upon their written request, may participate in the District's 403(b) savings program. The Board shall deduct the authorized amount from each participant's bi-weekly payroll and shall forward such amount directly to the Company or agent thereof involved. (When there is a third pay period in any month, deductions shall not be made for such third pay period). The following rules shall govern said annuity programs:

## **SECTION 6. COMPENSATION AND EXPENSE REIMBURSEMENT**

### **6.01 Mileage Reimbursement**

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Requests for reimbursement shall be found on the District's website under Staff Resources > Business Services & Human Resources > Skyward/Employee Access > Expense Reimbursement Procedures.

## **SECTION 7. WORKER'S COMPENSATION**

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

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the personnel office prior to seeking medical attention if at all possible. In the event of an

emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form found on the District's website under Staff Resources.

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

If any employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance, and the employee will be compensated in the following manner:

- A. Up to day sixty (60) of Worker's Compensation Leave:  
The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each day while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive day of leave or as long as the employee has accumulated sick leave available, whichever occurs first.
- B. Day Sixty-One (61) and thereafter of Worker's Compensation Leave: The employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

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

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

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



## SECTION 8. SICK LEAVE

### 8.01 Sick Leave Earned

- A. Regular Employees shall earn sick leave in accordance with the following table:

		Accrual Of Sick Leave	
Months Worked	Days Per Month	Days Per Year	Maximum Days
12 month employees	1	12	165
10 or 11 month employees	1	10 or 11	165

- B. Crediting of Sick Leave:
- Sick leave credited at the beginning of each school year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.
  - Sick leave will be credited in hours based on the employee's current assignment.

### 8.02 Sick Leave Use

- A. Sick leave shall be paid for any absence from work due to:
- Personal illnesses, injury or serious health condition of the employee or the employee's immediate family or permanent household requiring the personal care of that member by the employee.
  - Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
  - COVID-19-related self-quarantine requirements for the employee or individual in the employee's permanent household requiring personal care of that individual by the employee.
- B. Employees shall notify their immediate supervisor five (5) days prior to the absence or, as soon as reasonably possible.
- C. Definitions: the following definitions apply under this section:  
Immediate Family means the spouse, domestic partner<sup>1</sup>, sister, sister-in-law, brother, brother-in-law, children, children's spouse, grandchildren, parents, or grandparents (all included) of the employee or his/her spouse.
- D. Sick Leave Increments: Sick leave may be allowed in increments of one-half (1/2) hour.

### 8.03 Sick Leave Accumulation

Unused Sick Leave may be accumulated from year to year up to 165 days as long as the employee remains in the service of the school district. The sick leave credited at the beginning of the school year will be in addition to the 165 day maximum accumulated days during the active school year. At the end of the school year, maximum number of days will be reset to 165 days.

<sup>1</sup> As defined by Wis. Stats. 770.01 and ETF Health Insurance affidavit

#### **8.04 Sick Leave and Long-term Disability**

An employee may receive long term disability payments once he/she reaches the first day of eligibility.

#### **8.05 Sick Leave and Short -Term Disability**

Short -term disability is a voluntary benefit program offered through the District and is activated only by the employee's request. The short-term disability premium is paid 100% by the employee. Sick leave and short- term disability benefits may be used concurrently.

#### **8.06 Reporting Procedure and Doctor's Certificate**

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

#### **8.07 Holidays during Sick Leave**

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

#### **8.08 Catastrophic Sick Leave Bank**

A sick leave bank has been created by the Monona Grove School District under the below-listed terms. The sick leave bank policy and enrollment/revocation forms will be posted on the District's website.

1. All employees of the District may participate in the sick leave bank on a voluntary basis.
2. All participants in the sick leave bank must contribute one day of sick leave to the sick leave bank each year of participation in the bank from any accumulated sick leave that they have available. The level of commitment for any participant, regardless of when he/she enrolls, is the contribution of a minimum of two days over a two-year period regardless of the accumulated level of the bank. Those participants who have exhausted their sick leave will remain eligible to draw from the bank and will again contribute at such time as they have accumulated sick leave days.
3. The sick leave bank can accumulate to a maximum of two times the number of participating employees. When the bank reaches that amount, there will be no need to contribute any additional sick leave days by participating employees until such time as the bank has been reduced to an amount less than two times the number of participating employees.
4. Participants must provide written notice of their initial intent to participant in the bank and their enrollment will carry over each year unless written notice is

given to withdraw from the program by the third Friday in September.

5. Any participant who withdraws from participation in the bank forfeits all sick leave days contributed to the bank.
6. A committee of the Director of Human Resources, one MGEA representative, one support staff representative and the Principal from the school where the requesting participant is employed will administer sick leave bank requests.
7. Requirements for using sick leave days from the sick leave bank include:
8. A written request for use of sick days from the sick leave bank must be made by the employee or on behalf of the employee in need of sick leave days.
  - A. All written requests for use of the sick leave bank must be submitted to the Director of Human Resources who will convene the committee to review and act upon the request within five days. Appeals of denied requests will be reviewed and acted upon by the Superintendent, the MGEA President, and a support staff representative within five days of the denial.
  - B. The requesting employee must have exhausted his/her individual sick leave accumulation, personal business days, vacation or compensatory days (if eligible) and emergency leave days before he/she may use days from the bank. The bank is not considered part of the employee's accrued leave.
  - C. All requests for days from the sick leave bank must be accompanied by a statement from the employee's doctor, which certifies that the illness and/or disability is one of a long- term duration.
  - D. Short-term illnesses or disabilities will not qualify for withdrawal of sick leave days from the bank. An exception to this rule may be considered if the short-term illness is a reoccurrence of a previous long-term disability or illness.
  - E. Only those employees who have donated a sick leave day are eligible to withdraw sick leave days from the bank during that year. The maximum number of days that can be withdrawn for any one illness/disability is 45 days per incident. At no point can an employee use days from the sick leave bank if he/she is eligible and drawing long-term disability.
9. Sick leave days left in the bank at the end of the year will be carried over and accumulated to the next year. Individual eligibility will not carry over to the next year.

## **SECTION 9. JURY DUTY and other JUDICIAL PROCEEDINGS LEAVES**

### **9.01 Jury Duty and other Judicial Proceedings**

A non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury or any judicial or quasi-judicial administrative tribunal as concerns employment related matters, including arbitration or fact-finding proceedings for which he or she is summoned by the court when such duty occurs during the employee's work hours. No paid leave will be provided for jury duty or any judicial proceeding that occurs outside of the employee's regular work hours or work days.

All such leaves are subject to the approval of the employee's immediate supervisor, who may request documentation of the dates/times of the proceedings.

## **9.02 Notice**

An employee must notify his or her immediate supervisor as soon as notice of jury duty or any judicial or quasi-judicial administrative tribunal concerning employment related matters, including arbitration or fact-finding proceedings is received. The employee must notify his or her immediate supervisor immediately upon termination of jury duty, when temporarily relieved of jury duty, or upon termination of other judicial proceedings.

An employee is expected to return to work as soon as possible after jury duty is completed.

## **9.03 Payment for Time Out on Jury Duty or Other Judicial Proceedings**

### A. Jury Duty

An employee who is unable to report for work because of jury duty will be paid the hours he or she is regularly scheduled to work. The employee shall submit a copy of the order to appear for jury duty to the District Office as verification of attendance.

The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, etc.) or loss of any pay adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave, personal leave or vacation leave the employee has earned or will earn in the future.

### B. Other Judicial Proceedings

An employee who is unable to report for work because of any judicial or quasi-judicial administrative tribunal as it concerns employment related matters, including arbitration or fact-finding proceedings will be paid the hours he or she is regularly scheduled to work. The employee shall submit a copy of the order to appear for legal proceedings to the District Office as verification of attendance.

The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, etc.) or loss of any pay adjustment to which the employee is entitled. The time required for any employee to serve at another judicial proceeding will not be deducted from sick leave, personal leave, or vacation leave time the employee has earned or will earn in the future.

## **SECTION 10. A LEAVE**

### **10.01 Bereavement Leave for a Death in the Immediate Family**

In the event of death in an employee's immediate family, the employee shall be allowed three (3) regularly scheduled consecutive school days with pay per occurrence.

Employee shall request bereavement from their immediate supervisor or his/her

designee using the District's reporting procedures as soon as reasonably possible.

At the discretion of his/her immediate supervisor, when necessary for travel, an employee may be granted up to two (2) additional consecutive days of bereavement leave which said employee may charge against any other leave entitlement.

Immediate family includes the spouse, domestic partner,<sup>2</sup> parent, child, child's spouse, sibling, sibling's spouse, or grandparent of either the employee or his/her spouse.

### **10.02 Bereavement Leave for a Death of an Individual Outside of the Immediate Family**

Employees shall be granted one (1) day with pay per occurrence to attend funerals of a niece, nephew, aunt, uncle, and/or cousin of either the employee or his/her spouse and other individuals residing in the employee's household.

Board will advise administrators to make every reasonable effort to allow requesting employees' time to attend the funeral of a fellow staff in the Monona Grove system.

### **10.03 Additional Bereavement Leave**

In extenuating circumstances, whether the request falls under Section 11.01 or 11.02, additional bereavement leave days may be granted by the Superintendent or his/her designee. Paid leave for additional bereavement days shall be deducted from another leave entitlement. Unpaid leave may be granted at the discretion of the Superintendent.

### **10.04 Bereavement Leave Increments**

Bereavement leave may be allowed in increments of one (1) hour.

## **SECTION 11. PERSONAL BUSINESS AND EMERGENCY LEAVE**

### **11.01 Reasons for Personal Business Leave**

Personal business leave shall be taken for only compelling personal reasons which demonstrates that an employee may not accomplish the purpose of the leave at any other time.

The employee must request leave through the District's reporting procedures and include a general statement of the reason for the request.

### **11.02 Personal Business Leave Days Provided**

Employees are eligible for three (3) non-cumulative personal business leave days, with pay, per fiscal year. Personal leave may be allowed in increments of one (1) hour.

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<sup>2</sup> As defined in Wis. Stats. 770.01 and ETF Health Insurance affidavit

**11.03 Personal Business Leave Day Restrictions**

Personal Business Leave may not be used for reasons of recreation, union business, to seek employment elsewhere, or on days immediately before or after holidays or vacation periods. Nothing in this section shall preclude the Superintendent or his/her designee from approving personal business leave on days immediately before or after holidays or vacation periods on a case-by-case basis. Unauthorized and inappropriate use of personal business leave may result in disciplinary action.

**11.04 Notification and Approval of Personal Leave**

Except in the case of an emergency that prevents timely notice, employees must request approval from their immediate supervisor at least two (2) days before such leave. In the case of an emergency the Superintendent may request documentation.

**11.05. Short-Term Unpaid Leave**

Employees who have exhausted their paid leave time may request unpaid leave. Unpaid leave shall be granted at the discretion of the employee’s immediate supervisor. An employee who uses unpaid leave shall not receive pay on the day(s) of the unpaid leave and shall also be responsible for the cost of their benefits on said day(s). The Superintendent may waive the required reimbursement for benefits at his/her discretion. Employees who use unpaid leave for absences related to COVID-19 shall not be responsible for the cost of their benefits on said day(s).

**SECTION 12. PAID VACATION**

**12.01 Annual Vacation**

Regular employees shall be entitled to annual paid vacation as hereinafter provided in this section of the Handbook.

Employees who commence employment on or before the 15<sup>th</sup> day of month shall receive credit for the full month and those who commence on the 16<sup>th</sup> or thereafter shall receive no vacation credit for that month. Employees who work less than a regular full-time schedule of hours of work shall receive vacation on a prorated basis as related to a regular full-time employee. Vacation credit is earned between July 1 and June 30 of each year.

Vacations shall be earned at the rate of:

NUMBER OF YEARS WORKED:	DAYS WORKED PER YEAR			
	260 Days Vacation Earned	240 Days Vacation Earned	225 Days Vacation Earned	215 Days Vacation Earned
1 year	10 Days	9 Days	8 Days	7 Days
4 years	15 Days	14 Days	13 Days	12 Days
12 years	20 days	19 Days	18 Days	17 Days
16 years	25 Days	24 Days	23 Days	22 Days

Employees may annually convert up to five (5) vacation days to an equal number of sick leave days. Employees desiring to convert vacation day(s) shall notify the District in writing no later than June 30<sup>th</sup> of their intent to convert vacation from

that year (July 1 to June 30). Said sick leave shall be credited to a segregated sick leave account. Said sick leave may be used in the same manner as prescribed in this handbook for sick leave or as a retirement payout, at the employees' discretion.

All vacations must be pre-approved by the employee's immediate supervisor. In the event that a conflict arises in a vacation request, employees with the most seniority will be given first choice to vacation time.

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

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

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

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

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

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

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

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

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

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

When time permits, the request for a reserve military leave should be as far in advance as possible so the District can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist's military

orders. The request shall be submitted to the Superintendent or his/her designee.

### **13.04 Calculation of Payment for Members of the Military**

Employees, performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be allowed the difference between their regular basic pay and the pay they receive from the government. Evidence of payment from the government must be presented to the District office so proper computation can be made for district payment for the pay period covered by the leave.

## **SECTION 14. FAMILY AND MEDICAL LEAVE (FMLA)**

In accordance with Federal and State law, the Board of Education will provide family and medical leave to support staff. The Board's Family and Medical Leave Act policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") and the Wisconsin Family and Medical Leave Act ("WFMLA"). To the extent that this policy is ambiguous or conflicts with the FMLA or the WFMLA, the FMLA and the WFMLA will govern.

Family and medical leave taken under this policy may be covered by Federal law, State law, or both. When leave taken by a staff member under this policy is governed by both Federal and State law, the more generous provision will control in the event of a conflict. However, when leaves are governed by State or Federal law, but not both, the applicable law will control under this policy. In this regard, you should note that certain leaves may be covered by both State and Federal law for only a portion of the leave. To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the Board's other policies will run concurrently (at the same time).

For additional information regarding FMLA, refer to Board Policy 4430.01 Family and Medical Leave of Absence.

## **SECTION 15. BENEFITS AND INSURANCE**

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

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

- A. Payment of insurance premium amounts
- B. Permitted medical expenses not covered by the insurance plan; and
- C. Dependent care costs

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

### **15.02 Dental Insurance**

The Board shall provide dental insurance to eligible employees who meet the dental



insurer's eligibility requirements. The insurance carrier(s), program(s), and coverage's will be selected and determined by the Board.

A. Eligibility.

1. Minimum Hours for Any Board Contribution:

a. Employees hired before July 1, 2019:

An employee whose individual work assignment of at least fifty percent (50%) of full-time equivalency is eligible to participate in the District's dental insurance.

b. Employees hired on or after July 1, 2019:

An employee whose individual work assignment is at least thirty (30) hours per week is eligible to participate in the District's dental insurance.

2. Pro-ration of District Contributions:

a. Employees hired before July 1, 2019:

Employees working less than 1.0 of a Full-Time Equivalent (FTE) but more than a .5 of a FTE shall have prorated premiums paid by the District.

b. Employees hired on or after July 1, 2019:

Employees working less than 1.0 of a Full-Time Equivalent (FTE), but more than thirty (30) hours per week shall have prorated premiums paid by the District.

3. Both Spouses Employed by the District: If spouses are employed by the District and are both eligible for insurance, the employees shall be eligible for one family plan or two single plans. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:

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

B. Commencement and Termination of Benefits. Coverage will commence on the first day of the month following the employee's completion of enrollment requirements, which are due within thirty (30) days of the employee's start date. The insurance benefits described in this *Handbook* according to the following schedule:

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

C. Premium Contributions:

Rate information detailing the District and employee contributions for dental insurance may be found on the District website under Staff Resources >

### **15.03 Health Insurance**

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution:

a. Employees hired before July 1, 2019:

An employee whose individual work assignment is at least fifty percent (50%) of full-time equivalency is eligible to participate in the District's health insurance.

b. Employees hired on or after July 1, 2019:

An employee whose individual work assignment is at least thirty (30) hours per week is eligible to participate in the District's health insurance.

2. Both Spouses Employed by the District:

If spouses are employed by the District and are both eligible for insurance, the employee shall be eligible for one family plan or two single plans. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.

B. Commencement and Termination of Benefits. Coverage will commence on the first day of the month following the employee's completion of enrollment requirements, which are due within thirty (30) days of the employee's start date. The insurance benefits described in this *Handbook* according to the following schedule:

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

C. Premium Contributions. Rate information detailing the District and employee contributions for health insurance may be found on the District website under Staff Resources > Benefits > Health Insurance.

### **15.04 Liability Insurance**

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

### **15.05 Life Insurance**

The Board shall make available life insurance to eligible employees who meet the life

insurance carrier's eligibility requirements. The insurance carrier(s), program(s), and coverage's will be selected and determined by the Board.

A. Eligibility:

1. An employee who qualifies to participate in the Wisconsin Retirement System per state statute is eligible for life insurance.

Employees may enroll for life insurance at any time; however after the first thirty (30) days of employment, a health information form will be required with the application and coverage may be denied.

B. Commencement and Termination of Benefits:

Coverage will commence on the first day of the month following the date the employee completes enrollment requirements, at least thirty (30) days after the date of hire.

The life insurance contract terminates according to the following schedule:

1. If an employee resigns or is terminated, District coverage shall cease at the end of the month following the resignation or termination becomes effective.
2. An employee may voluntarily terminate life insurance coverage at any time by submitting appropriate written notice to the District Office. Coverage will continue through the end of the following month of notification.

- C. Premium Contributions: Payment of the life insurance premium is the sole responsibility of the employee. If at any time the employee does not meet the payment requirements the District will consider the life insurance coverage to be voluntarily terminated. The employee contribution is automatically deducted from payroll to ensure ongoing coverage.

## **15.06 Long-Term Disability**

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

A. Eligibility:

Minimum Hours for Any Board Contribution: An employee whose individual assignment of at least 50% of full time equivalency is eligible to participate in the District's long-term disability insurance.

B. Commencement and Termination of Benefits:

Coverage will commence on the employee's first day of employment. The District shall automatically enroll the employee for long-term disability coverage. The long-term disability insurance benefits described in this *Handbook* terminate as of the last day worked.

- C. Premium Contributions: The District shall pay one hundred percent (100%) of the premium for long-term disability insurance.

- D. Benefits: The benefits will be equal to ninety percent (90%) of the employee's regular monthly wages. Coverage shall begin after the 90<sup>th</sup> consecutive calendar day of disability as determined by the carrier.

## **15.07 Short-Term Disability**

The Board shall make available short-term disability insurance to employees who meet the short-term disability carrier's eligibility requirements. The insurance carrier(s), program(s), and coverage's will be selected and determined by the Board.

### **A. Eligibility:**

Minimum Hours for Any Board Contribution: An employee whose individual assignment of at least 50% of full time equivalency is eligible to participate in the District's short-term disability insurance.

Employees may enroll in short-term disability at any time; however, after thirty (30) days of employment, a health information form will be required along with the application and coverage may be denied.

### **B. Commencement and Termination of Benefits**

Coverage will commence on the first of employment or on the first of the month following the carrier's approval of the employee's application.

The long-term disability insurance benefits described in this *Handbook* terminate as of the last day worked.

### **C. Premium Contributions:** Payment of the short-term disability premium is the sole responsibility of the employee. If at any time the employee does not meet the payment requirements the District will consider the short-term disability coverage to be voluntarily terminated. The employee contribution is automatically deducted from payroll to ensure ongoing coverage.

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

The Monona Grove Board of Education and the eligible employees shall pay the required retirement contributions per state statute.

## **15.09 Consolidated Omnibus Budget Reconciliation Act (COBRA)**

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employee's the opportunity to remain on the District's health, dental, FSA and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end. Employees who are eligible for COBRA will receive notification from the District.

## **SECTION 16. WORK STOPPAGE**

Employees of the District shall not engage in, assist or support any strike, slowdown, or sanction, or withhold in full or in part any services to the District as a work stoppage. In the event of a violation of this Section, the District may take disciplinary action. See *also*, Board Policy 4531 Unauthorized Work Stoppage.

## **SECTION 17. PROBATION**

### **17.01 Length of Probationary Period**

All employees new to the District shall serve a six (6)-month probationary period. Employees who are absent for thirty (30) work days or more within their

probationary period will have their probationary period extended by the number of days absent.

## **SECTION 18. DISCIPLINE AND TERMINATION**

### **18.01 Standard for Discipline and Termination**

- A. Probationary Employee: Probationary employee may be disciplined or terminated from employment by the District at its sole discretion. Such discipline or termination shall be subject to the grievance procedures provisions of this handbook (Section 4).
- B. Non-Probationary Employee: An employee may be disciplined or terminated for “cause”. Such discipline or termination shall be subject to the grievance procedure (Section 4) provisions of this *Handbook*. “Cause” is defined as the following:
  1. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and
  2. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

### **18.02 Representation**

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

### **18.03 Disciplinary Materials**

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

### **18.04 Termination of Employment**

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

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

## **SECTION 19. HOURS OF WORK AND WORK SCHEDULES**

### **19.01 Letter of Appointment**

Each employee shall be issued a letter of appointment that shall be consistent with, but subservient to, this handbook and board policy upon hire. The letter of appointment shall identify the employee, the date of hire, the position(s) that the

employee is employed for, the length of the work year, the length of the work day, and the pay rate for the position. Specific assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held.

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

**19.02 Definitions**

- A. Day  
A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B. Week  
A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.
- C. Regular Full-Time Employees  
Regular full-time employees shall be those employees who work a regular schedule of hours as follows:

EMPLOYEE GROUP	HOURS PER DAY	HOURS PER WEEK
Buildings and Grounds/Custodial	8 hours per day	40 hours per week
Administrative Assistants	8 hours per day	40 hours per week
Educational Assistants	7.5 hours per day	37.5 hours per week
School Nutrition	7.5 hours per day	37.5 hours per week

Because of different schedule requirements employee's starting lunch and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours, break periods, and lunch periods.

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

- D. Regular Part-Time Employees  
Regular part-time employees shall be those employees who work a regular schedule of hours per day or per week which is less than those of full-time employees.
- E. Seasonal and Limited Employees  
Season employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District.

Limited-term employees are hired to do a temporary job or to fill a job temporarily vacated by regular employee (this does not include intermittent substitute employees). Substitute employees who work continuously in the same position for twenty (20) consecutive work days or more shall have the same rights as limited term employees for seniority purposes if they

become a regular employee without a break in service.

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

#### **A. Approval**

In order for an employee to work beyond his or her regular hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked with all administrators, principals, and immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, and community or District property.

#### **B. Assignment**

Non-emergency schedule overtime assignments will be filled using volunteer employees first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no employee volunteers to perform the overtime, the District may assign the work on a rotating basis within the applicable job classification. Emergency overtime assignments shall be assigned at the discretion of the District.

#### **C. Pay Rate for Overtime**

Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated on the employee's time card. For the sole purpose of determining the appropriate pay periods for the receipt of overtime pay.

### **19.04 Compensatory Time**

Each employee shall have the option of being compensated for overtime in time and one-half pay or may elect to take time and one-half compensatory time up to a maximum of ten (10) compensatory time days per contract year. Any additional hours shall be paid in time and one-half wages. Compensatory time can only be requested for overtime worked for in school activities and not for outside groups. If compensatory time is requested, it must be taken during non-teaching contract days or summer recess of each fiscal year. Compensatory time must be used up by the end of the fiscal year in which it was accrued or it shall be paid with the last payroll of the fiscal year.

### **19.05 Lunch Periods**

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

### **19.06 Breaks**

Employees who work four (4) or more hours per day shall be entitled to one (1) fifteen (15) minute break in their schedule of hours. Employees who work seven (7) or more hours shall be entitled to a second fifteen (15) minute paid break.

### **19.07 Emergency School Closures**

A. All custodians and secretaries are expected to report to work when

school is closed due to inclement weather or situations beyond the control of the District, if at all possible.

- B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Employees not required to report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District shall suffer no loss in pay. Shall the Board of Education decide to make up that day(s), those such employee will report for work on said day(s) without additional pay.

**19.08 Call in Pay**

Employees called or scheduled back to work after normal quitting time shall receive no less than two (2) hours of pay for such work.

**19.09 Attendance at Meetings**

Employees required to attend meetings called or scheduled by the Employer shall be paid for all hours spent in attendance at such a meeting, if such meetings are held when the employee would not regularly be on duty.

**SECTION 20. HOLIDAYS**

**20.01 Holidays Defined**

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

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

January 1	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Martin Luther King, Jr. Day	December 24
July 4	December 25
Labor Day	December 31

- B. Employees working at least 240 days per calendar year, but less than a full calendar year (260 working days)

January 1	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Martin Luther King, Jr. Day	December 24
July 4	December 25
Labor Day	December 31

- C. Employees working at least 225 days per calendar year, but less than 240 days per calendar year

January 1	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Martin Luther King, Jr. Day	December 24
Labor Day	December 25



D. Employees working less than 225 days per calendar year:

January 1	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Martin Luther King, Jr. Day	December 24
Labor Day	December 25

**20.02 Holidays Falling on Weekends**

If any of the holidays listed above, fall on a Saturday, the preceding workday shall be observed as the holiday. If any of the above named holidays falls on a Sunday, the following workday shall be observed as the holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday shall be observed as the December 31st holiday and the preceding Friday shall be observed as the January 1st Holiday. If December 24 and December 31 fall on a Sunday, the preceding Friday shall be declared the holiday unless the preceding Friday is a student contact day. If the preceding Friday is a student contact day, section 20.03 will apply.

**20.03 Holidays Falling on Student Contact Days**

If any of the holidays listed in section 20.01, above, fall on a student contact day, the employees shall be compensated for hours worked at their regular rate of pay, and shall also be compensated for a full paid holiday.

**20.04 Work on a Holiday**

Except as provided in section 20.01, above, employees who work on any of the above-mentioned holidays shall be paid time and one-half for all hours worked in addition to the holiday pay. In other words, if the employees receive a different holiday date under section 20.01, this provision shall not apply.

**20.05 Holidays during Vacation**

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

**20.06 Eligibility for Holiday**

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

**SECTION 21. JOB POSTING, FILLING VACANCIES AND TRANSFERS**

**21.01 District Ability to Determine Job Description**

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

**21.02 Job Posting**

When a position becomes vacant or a new position is created, notice of such

available position shall be posted internally and externally simultaneously for a minimum of five (5) working days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.

Vacancies will be emailed to all employees. The notice shall include the date of posting, the job requirements, classifications, a description of the position available, the tentative work hours of the position, and the qualifications required for the position.

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

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

### **21.04 Involuntary Transfer**

The District reserves the right to make involuntary transfers into qualified positions. No employee will be involuntarily transferred without a conference followed by a written notice which will include the reason for the transfer.

## **SECTION 22. SEPARATION FROM EMPLOYMENT**

### **22.01 Employee Resignations**

Employees are requested to give their immediate supervisor at least ten (10) working days' notice prior of resignation. If an employee has overused sick, personal or vacation time earned, the employee will have an amount equal to the value of that overused leave withheld from his or her last paycheck. No vacation pay which would otherwise be payable will be paid to any employee who resigns less than ten (10) working days' notice.

### **22.02 Job Abandonment**

Employees who are absent from work for three (3) consecutive days without giving proper notice to the District will be considered as having voluntarily resigned. In such cases, no vacation pay will be paid.

## **SECTION 23. REDUCTION IN FORCE**

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

### **23.01 Notice of Reduction**

The District will give at least fourteen (14) calendar days' notice of the reduction in force.

### **23.02 Selection for Reduction – Steps**

In the implementation of staff reductions under this section, individual employees shall be selected for Reduction in Force in accordance with the following steps:

- A. Step One - Attrition: Normal attrition resulting from employees retiring or

resigning will be relied upon to the extent that it is administratively feasible in implementing reducing staff.

- B. Step Two - Volunteers: Volunteers will be considered first. The District will provide the volunteer(s) with a reduction in force notice. Requests for volunteers will be sent to employees within each job category. An employee who volunteers to be reduced will put his/her in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the job category are qualified to perform the remaining work. Volunteers will be provided with all procedures under this section of the handbook.
- C. Step Three - Selection For Reduction in Force: The Superintendent and/or his/her designee shall select the employee in the affected job category for reduction in force or reduction in hours. The District will utilize the following criteria in order of application for determining the employee for reduction in force or reduction in hours:
- Educational needs of the District will be those needs as identified and determined by the District through normal channels in accordance with its constituted authority.
  - Qualifications as established by the District including, but not limited to specific job skills, certifications (if applicable), training, district evaluations, etc.
  - Length of Service in the Monona Grove School District.

### **23.03 Reduction in Hours**

Employees whose hours have been reduced shall not lose any accrued length of service or sick leave earned.

### **23.04 Rehire Process and Procedure**

Employees who have been selected for a reduction in force may apply for vacant positions in the District.

### **23.05 Insurance Benefits during a Reduction in Force**

Employees who have been selected for a reduction in force will be eligible under COBRA for continuation of health and dental insurance at the employee's expense.

### **23.06 Accrued Benefits during a Reduction in Force**

Employees who have been selected for a reduction in force shall suffer no loss of sick leave, vacation, or other accrued benefits if rehired by the District within fourteen (14) months after the last day of work in the District.

## **SECTION 24. POST-EMPLOYMENT BENEFITS**

An employee who dies, or terminates his/her employment and is eligible for Social Security, retirement or disability benefits or is eligible for Wisconsin Retirement Fund annuity payments shall receive a contribution from the district into Health Reimbursement Arrangement (HRA) to be used upon retirement. The contribution to the Health Reimbursement Arrangement (HRA) shall equal 100% of the cash value for all of accumulated sick leave at the time of retirement, disability or death. Employees who retire for reasons other than medical disability must give thirty (30) calendar days written notice of intent to retire to their immediate supervisor. Should the

retiree fail to give this notice, the district may delay contribution to the Health Reimbursement Arrangement (HRA) by a period of time equal to the deficiency in the notice.

## **SECTION 25. EVALUATIONS**

### **25.01 Evaluation**

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

### **25.02 Procedures and Instruments**

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

### **25.03 Frequency**

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

### **25.04 Receipt of Evaluation**

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

### **25.05 Comments, Disputes**

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

### **25.06 Evaluators**

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

## **SECTION 26. MISCELLANEOUS**

### **26.01 Physical Exams**

All employees shall furnish a statement of physical fitness on forms provided by the District from a qualified physician within thirty (30) days of initial employment.

### **26.02 Uniforms**

If the district requires uniforms to be worn while performing the duties of the district, the district will reimburse employees the following towards uniforms. All purchases must be approved by the district. The district will reimburse up to \$162.50 per school year for required uniforms.

## **SECTION 27. WAGE COMPENSATION**

### **27.01 Wage Schedule**

Base wages will be bargained as required under Wisconsin Statutes and contained in a separate agreement.

## **27.02 New Employee Wage Schedule Placement**

New employees shall be placed on the wage schedule at the discretion of the District.