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Bliss Educational Services Center
1900 Polk Street, Stevens Point, WI 54481
Ph: (715) 345-5456 Fax: (715) 345-7302

STEVENS POINT
AREA PUBLIC
SCHOOL DISTRICT

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge that it is my responsibility to access the Stevens Point Area Public School District's *Employee Handbook* (Handbook) online or hard copy per request. My signature below indicates that I am responsible to read and review the Handbook thoroughly. The Handbook and *Board Policies* can be located throughout the District in direct supervisor/principal offices and on the District's website at www.pointschools.net. The Handbook can be found on the *Employee Handbook* tab on the District homepage, and Board policies can be found under the *School Board* tab on the District homepage.

If there are any policies or provisions that I do not understand, I will seek clarification from my direct supervisor/principal. I may also contact Human Resources for further clarification.

I understand that this Handbook states the 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 amended, modified, and/or terminated at any time, with or without prior notice.

I further understand that nothing contained in the Handbook may be construed as creating a guarantee of future employment, future benefits, and/or a binding contract with the Stevens Point Area Public School District. I understand that nothing contained in the Handbook may be construed as changing my employment status. I understand that except as may be provided by a contrary provision in an applicable collective bargaining agreement, an individual written employment agreement approved by the School Board, or a policy contained herein, my employment is at will. My employment may be terminated at any time for any reason, so long as it is not prohibited by law, with or without cause, and with or without notice, at the option of the District or at my option.

My signature below indicates that I am responsible to read and review the Handbook thoroughly and I understand I am responsible to know and abide by its content.

Electronic Signature: _____

Print Employee Name: _____

Date: _____

Revised 02-11-13, 11-22-2017, 06-2020
Approved 12-12-11

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APPLICATION OF EMPLOYEE HANDBOOK

This Employee Handbook applies to all regular full-time and regular part-time employees, including but not limited to certified staff, clerical staff, custodial and maintenance staff, food service staff, bus drivers, educational assistants/paraprofessionals, administrators, management (directors, principals, managers, and supervisors), psychologists, and operational administrative staff in the District. The following provisions in the Employee Handbook also apply to substitute, temporary, casual, seasonal, and other staff not employed by the District on a regular basis.

Revised 06-24-13, 06-2020
Approved 08-13-12

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STEVENS POINT
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DISCLAIMER

It is the intent of the Stevens Point Area Public School District that all procedures and information contained in this Employee Handbook are accurate and up-to-date as of the approval or revision date. The District reserves the right to add new policies, to delete existing policies, and/or to change policies at any time. The District will make a good faith effort to do so in a reasonable and equitable manner.

If this Handbook or any of the provisions herein conflict with any terms in an employee's contract (employment agreement), the terms of the contract shall control. No administrator, principal, or supervisor has any authority to vary, by contract or otherwise, the employment relationship between the employees and the District, except for the Board (or its designee). This Handbook, including the practices and benefits provided herein, do not constitute a contract between the District and any employee.

This Handbook shall be interpreted so as to conform to state and federal laws. In the event of conflicts or ambiguities, the District shall interpret the provisions herein. If an employee has a question about the interpretation of a Handbook provision(s), the employee should contact the Director of Human Resources for assistance.

Revised 2-11-13, 06-2020
Approved 08-13-12

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

DISTRICT CONTACT INFORMATION

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Employee **Access**	**55511**
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Leave of Absence	
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JOB GROUP DEFINITIONS

ADMINISTRATIVE STAFF

Exempt Staff - not eligible for overtime under the Fair Labor Standards Act (FLSA), contracted employees, administrators, leadership team

- ASSISTANT PRINCIPAL
- ASSISTANT PRINCIPAL/CAREER TECHNOLOGY COORDINATOR
- BUILDING PRINCIPAL
- CABINET MEMBERS
  Assistant Superintendent/Director of Elementary Education
  Director of Business Services
  Director of Communications
  Director of Equity, Diversity, Inclusion (EDI)
  Director of Human Resources
  Director of Secondary Education
  Director of Student Services
  Director of Technology
  Superintendent
- CO-CURRICULAR ACTIVITIES/ATHLETIC DIRECTOR
- FACILITIES MANAGER
- FOOD SERVICE MANAGER
- OPERATIONS MANAGER
- SCHOOL PSYCHOLOGIST
- STUDENT SERVICES COORDINATOR
- TRANSPORTATION MANAGER

CERTIFIED STAFF

Exempt Staff - not eligible for overtime under the Fair Labor Standards Act (FLSA), contracted employees, licensed staff

- DEAN OF STUDENTS
- LIBRARY MEDIA SPECIALIST
- NURSE
- OCCUPATIONAL THERAPIST
- PHYSICAL THERAPIST
- PROGRAM SUPPORT SPECIALIST
- SCHOOL COUNSELOR
- SOCIAL WORKER
- SPEECH & LANGUAGE THERAPIST
- TEACHER
- TECHNOLOGY INTEGRATION SPECIALIST

PROFESSIONAL STAFF

Exempt Staff - not eligible for overtime pay under the Fair Labor Standards Act (FLSA), non-contracted employees, non-licensed staff

- HUMAN RESOURCES COORDINATOR
- NETWORK SPECIALIST
- COMPUTER SYSTEMS ANALYST

- TRANSPORTATION MAINTENANCE SUPERVISOR

PARAPROFESSIONAL STAFF

Non-Exempt Staff - eligible for overtime pay (time and one half per hour after 40 hours of actual work, which does not include paid time off used in the work week, i.e. sick, personal or vacation time) under the Fair Labor Standards Act (FLSA), requires certification through the Wisconsin Department of Public Instruction (DPI), non-contracted, hourly staff, classified staff, support staff

- CERTIFIED OCCUPATIONAL THERAPY ASSISTANT (COTA)
- SPECIAL EDUCATION EDUCATIONAL ASSISTANT
  Bus Educational Assistant (EA)
- EDUCATIONAL INTERPRETER FOR DEAF/HARD OF HEARING
- LEAD CARE PROVIDER

NON-CERTIFIED STAFF

Non-Exempt Staff- eligible for overtime pay (time and one half per hour after 40 hours of actual work, which does not include paid time off used in the work week, i.e. sick, personal or vacation time) under the Fair Labor Standards Act (FLSA), does not require licensure, non-contracted, hourly staff, classified staff, support staff.

- ASSISTANT LEAD CARE PROVIDER
- CLERICAL STAFF
  Assistant
  Bookkeeper
  Health Aide
  Office Aide
  Purchasing & External Grants Coordinator
  Secretary
  Specialist
- CUSTODIAL STAFF
- COMPUTER TECHNICIAN/HELP DESK
- DELIVERY STAFF
- EDUCATIONAL ASSISTANT
  ESL Educational Assistant (EA)
  Hallway Commons Monitor
  In School Suspension Educational Assistant (EA)
  Library Educational Assistant (EA)
- FOOD SERVICE STAFF
- GROUNDS STAFF
- MAINTENANCE STAFF
- NATURALIST EDUCATOR
- SECURITY STAFF
- TRANSPORTATION STAFF

TITLE IX NOTICE OF NONDISCRIMINATION

The Board of the Stevens Point Area Public School District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX, including admission and employment.

Discrimination on the basis of sex includes discrimination on the basis of sex, pregnancy, or related conditions, sexual orientation, and gender identity or expression.

The Board is committed to maintaining an education and work environment that is free from sex discrimination (including sex-based harassment), responding promptly and effectively when it has knowledge of conduct that reasonably may constitute sex discrimination, and addressing sex discrimination in its education program or activity. Persons who commit sex-based harassment are subject to the full range of disciplinary sanctions set forth in the "Nondiscrimination on the Basis of Sex in Education Programs or Activities" policy.

The Board will provide persons who have experienced sex-based harassment ongoing remedies as reasonably necessary to restore or preserve access to the District's education program or activity.

Inquiries regarding the application of Title IX and Title IX regulations may be referred to the District's Title IX Coordinator and/or the Office of Civil Rights.

The Stevens Point Area Public School District's Title IX nondiscrimination policy may be found on the District's website at www.pointschools.net under the school board tab, policy 2264.

The Stevens Point Area Public School District Title IX Coordinators are identified below:

Beth Bakunowicz
Director of Human Resources
1900 Polk Street
Stevens Point, WI 54481
bbakunow@pointschools.net
(715) 345-5512

Jennie McMahon
Director of Student Services
1900 Polk Street
Stevens Point, WI 54481
jmcmahon@pointschools.net
(715) 345-5473

Reference: Board Policy 2264 - Title IX - Nondiscrimination on the Basis of Sex in Education Programs or Activities

Approved: 7-16-2024
Revised: 03-2025

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE

The Board prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify applicants or employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of the person as an employee, based on genetic information. Harassment of a person because of genetic information also is prohibited. Likewise, retaliation against a person for identifying, objecting to, or filing a complaint concerning a violation of this policy is prohibited.

In accordance with Title II of the Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. 2000ff, et seq., and 29 C.F.R. Part 1635 ("GINA"), the Board shall not request, require or purchase genetic information of employees, their family members or applicants for employment. Further, in compliance with GINA, applicants and employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be provided as part of the certification process for FMLA leave, or when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application for employment process. Employees and applicants for employment shall not be penalized for providing genetic information in good faith in response to a request from a Board employee or agent, unless that applicant or employee refuses to delete the information at the request of the employee or agent of the Board.

The Compliance Officer is the Director of Human Resources and can be reached at (715)345-5512.

The Board offers health services, including a wellness program. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to their health services providers, but only genetic information in aggregate form will be provided to the Board and no applicant or employee shall be identified or identifiable from the reported information.

Reference: Board Policy 3122.02 Nondiscrimination Based on Genetic Information of the Employee
42 U.S.C. 2000ff et seq.
Title II, The Genetic Information Nondiscrimination Act of 200829
C.F.R. Part 1635

Approved 04-08-2019
Revised 06-13-2022, 01-2023, 08-2024

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STEVENS POINT
AREA PUBLIC
SCHOOL DISTRICT

EQUAL EMPLOYMENT OPPORTUNITY

The District has been, and will continue to be, an equal opportunity employer. We will assure the following.

A. Persons are recruited, hired and promoted for all jobs without regard to sex, race, color, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, gender identity or expression, age, physical, mental, emotional or learning disability, citizenship status, veteran status, military service, arrest record, conviction record, (as defined in 111.32, Wis Stats.) 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 legally protected category in its programs and activities including employment opportunities. Initial employment placement decisions are based solely on an individual's qualifications for the position being filled.

B. Other personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, and District sponsored programs and activities are administered without regard to sex, race, color, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, gender identity or expression, age, physical, mental, emotional, or learning disability, citizenship status, veteran status, military service, arrest record, conviction record, (as defined in 111.32, Wis Stats.), 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 legally protected category in its programs and activities including employment opportunities.

C. The District will not discriminate against any individual because of physical or mental disability or because of disabled veteran status.

It is our policy to take affirmative action in the employment of qualified minorities, females, and disabled individuals. This will include all employment practices. Reasonable accommodation will be provided whenever possible in our effort to advance employment opportunities for disabled individuals and disabled veterans.

Should any employee or other individual have questions or concerns related to the Stevens Point Area Public School District's equal employment opportunity policies or practices, that person is encouraged to discuss these matters with the Director of Human Resources.

Revised 02-2022, 06-2020, 06-2022, 08-2024, 04-2025
Approved 10-24-11

Employees with questions or concerns about discrimination should contact the Director of Human Resources, Beth Bakunowicz, bbakunow@pointschools.net or 715-345-5512. For additional information on the Districts non-discrimination policies and compliant procedures, see School Board polices 2260, 2266 and 3122.

Reference:

Board Policy 2266	*Nondiscrimination on the Basis of Sex in Education Programs or Activities*
Board Policy 3123	Section 504/ADA Prohibition Against Disability Discrimination in Employment
Board Policy 3122	Nondiscrimination and Equal Employment Opportunity
Board Policy 3120	Employment of Staff
Board Policy 3122.02	Nondiscrimination Based on Genetic Information of the Employee
Wisconsin Statutes:	§111.21-111.395
	§111.70, 118.195
	§118.13, 118.20

TITLE VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity
Act of 1972
Section 504, Rehabilitation Act of 1973
Age Discrimination Act of 1975
Americans with Disabilities Act of 1990

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

FAIR LABOR STANDARDS ACT (FLSA)

The Fair Labor Standards Act (FLSA) establishes minimum wage, overtime pay, recordkeeping, and youth employment standards affecting employees in the private sector and in Federal, State, and local governments. Certain types of employees are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act.

For non-exempt employees, issues concerning overtime, compensatory time off, and minimum wage are found in, but not limited to, sections *4.01 Regular Work Schedule and Hours; 4.02 Additional Hours and Overtime; 4.03 Compensatory Time Off and 4.04 Lunch and Breaks.*

Reference: *Board Policy 3700* Fair Labor Standards Act (FLSA)

Wisconsin Statute: Chapter 103

Wisconsin Department of Workforce Development
Age Discrimination Act of 1975
Americans with Disabilities Act of 1990

Revised 06-2020, 08-2024
Approved 06-11-12

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STEVENS POINT
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FAMILY AND MEDICAL LEAVE ACT (FMLA)

In order to qualify to take family and medical leave, an employee must meet one of the following two requirements:

1. An employee who has worked for the District at least twelve (12) months and has worked 1,250 hours in the 12 months immediately preceding the need for leave are eligible for the federal family and medical leave.

OR

2. An employee who has worked for the Stevens Point Area Public School District at least fifty-two (52) weeks and has worked 1,000 hours in the 52 weeks immediately preceding the need for leave are eligible for the state family and medical leave.

An eligible employee can take up to 12 weeks of unpaid leave each calendar year for the following reasons:

1. The serious health condition (as defined) of the employee:
   a) An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position;
   b) A serious health condition is defined as a condition, which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition, which requires continuing care by a licensed health care provider.
2. To care for a spouse, child, parent, domestic partner, or domestic partner's parent with a serious health condition;
3. The birth of a child and in order to care for that child;
4. The placement of a child for adoption or foster care.
5. Military Family Leave – up to 26 work weeks
   a. To care for a family member with a serious illness or injury incurred in the line of duty
   b. Urgent needs arising out of covered employee's spouse, child or parent being called to active duty in the armed forces. No illness or injury is required.

Spouses who are both employed by the District are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a **combined** total of 12 weeks.

Revised 06-2020
Approved 09-12-11

An eligible employee is entitled to continue health care benefits under the same terms and conditions as when the employee was on the job and is entitled to return to their previous job or an equivalent job at the end of the leave.

If an employee qualifies for Federal and state family and medical leave, the leave runs concurrently. Although the leave is designed as unpaid leave, the employee may substitute paid leave available and take the remainder of the leave as unpaid. Family and medical leave runs concurrently with paid leave available, temporary disability leave and absences due to work-related illness or injury. The District will designate the leave as family and medical leave and notify the employee that accumulated leave will run concurrently.

In some circumstances, an employee may take family and medical leave in blocks of time or by reducing their normal weekly or daily work schedule. Intermittent leave may be taken under the following circumstances:

- an employee is needed to care for a seriously ill spouse, child, or parent;
- an employee requires medical treatment for a serious illness;
- an employee is seriously ill and unable to work; and/or
- an employee becomes a parent or has a foster child placed in their home

When an employee plans to take family and medical leave, the employee is encouraged to give as much notice as possible. While on leave, the employee is requested to report periodically to the Human Resources Office the status of the medical condition and the employee's intent to return to work. An employee returning to work from a medical leave will need a doctor's statement before returning to work. The doctor's statement must state that the employee can return to full duty without restrictions or must specify the employee's restrictions.

The *Notice of Eligibility and Rights & Responsibilities* and Family and Medical Leave brochure are attached as supplemental information.

Definitions:

Child:	Includes biological child, adopted child, foster child, foster treatment, stepchild or legal ward, who is less than 18 years of age OR more than 18 years of age and incapable of self-care because of a mental or physical disability.
Parent:	Includes biological, foster parent, adoptive parent, or legal guardian.
Spouse:	An individual who is a husband or wife pursuant to a marriage, including those in same sex marriages, that is a legal union

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Reference: Family and Medical Leave Act of 1993
Wisconsin Family and Medical Leave Act

Revised 06-2020
Approved 09-12-11

DO I QUALIFY FOR FMLA OR WFMLA?

Federal: Employed at least 12 months.
Worked at least 1,250 hours during the preceding 12 months.
- Exclusive of paid time off.

State: Employed for 52 consecutive weeks.
Worked at least 1,000 hours during the preceding 52 weeks.
- Inclusive of paid time off.

DEFINITIONS

Calendar: The calendar used is January 1 through December 31 (v. the school calendar).

Child: Includes biological child, adopted child, foster child, foster treatment, stepchild or legal ward, who is less than 18 years of age or more than 18 years of age and incapable of self-care because of a mental or physical disability.

Intermittent Leave:
The shortest period of time that the employer's payroll system uses to account for absences or the use of leave. This leave time may be regularly scheduled or sporadically. May only be used with employer approval.

Parent: Includes biological, foster parent, adoptive parent, or legal guardian.

Serious Health Condition:
Inpatient care in a medical care facility, including any period of incapacity or subsequent treatment.

OR

A period of incapacity of more than three consecutive calendar days that also involves continuing treatment by a health care provider.

Spouse: An individual who is a husband or wife pursuant to a marriage, including those in same sex marriages, that is a legal union.

MAKE YOUR REQUEST IN WRITING

The Human Resources office will work to ensure that your family and medical leave needs are attended to. We do ask that you complete the appropriate paperwork prior to a planned family and medical leave or as soon after an unplanned leave, as possible.

Once you've determined that you qualify for and wish to utilize FMLA, please request the necessary forms. The forms are available in the Human Resources Office or the District website.

You will need to complete the *Family and Medical Leave Request* and your health care provider needs to complete the *WH-380, FMLA Health Care Provider Certification.* After completion, please return the forms to the Human Resources Office.

You will receive the *Notice of Eligibility and Rights & Responsibilities* form.

Upon receipt of your paperwork, we will review the request and complete the *Designation Notice* form and send it to you.

RETURN TO WORK

The District will need documentation of your ability to return to work, from your primary caregiver, before your return.

Just as you had your primary caregiver complete the paperwork, which allowed the leave, your primary caregiver will need to verify that you are able to return to work and perform the essential functions of your position.

STEVENS POINT AREA PUBLIC SCHOOL DISTRICT™

FAMILY and MEDICAL LEAVE

An overview for Stevens Point Area Public School District employees…

HUMAN RESOURCES OFFICE
1900 POLK STREET
STEVENS POINT, WI 54481
(715) 345-5455

YOUR SERIOUS HEALTH CONDITION

This refers to a health condition, which makes you unable to perform the essential functions of your job. This may involve physical or mental illness, injury, impairment or involving either in-patient care in a hospital, nursing home or hospice, or outpatient care requiring continual treatment or supervision by a health care provider.

Federal: ***12 weeks (60 workdays)***
State: ***2 weeks (10 workdays)***

- Paid leave may be substituted for time off. Additional unpaid leave may be available with administrative approval.

BIRTH OR PLACEMENT OF A CHILD

Congratulations!!! During this exciting time, it's important to be aware of:

Federal: ***12 weeks***

- Entire leave must be completed within 12 months following birth or placement of a child.
- District spouses share leave.

State: ***6 weeks***
+ 2 weeks Medical

- Must begin within 16 weeks of birth or placement of a child.
- Any intermittent leave must be completed within 16 weeks of birth or placement of child.
- 2 additional weeks will be provided if the mother is medically restricted and the health care provider determines that the mother needs care.
- Paid leave may be substituted as follows, 2 weeks for period of disability or period spouse is required to be present to care for spouse under State FMLA
- 6 weeks for period of family leave under State FMLA
- Additional **unpaid** leave may be available with administrative approval.

If you have any questions about FMLA, do not hesitate to contact the Benefits Assistant in the **Human Resources Office at. 715-345-7360**.

FAMILY AND MEDICAL LEAVE

This brochure briefly illustrates the most common family and medical leave circumstances. Additional information can be found in the **Employee Handbook.**

CARE OF SPOUSE, CHILD OR PARENT

This is probably the most confusing application of FMLA. Please do not hesitate to contact the Human Resources office to determine which benefit you would receive under the following circumstances. In all cases the Federal and State leave run concurrently.

CHILD

Less than 18 years of age:

Federal: ***12 weeks***
State: ***2 weeks***

- Paid leave may be substituted for 2 weeks for the care of the child. Additional **unpaid** leave may be available with administrative approval.

Over 18 years of age if incapable of self-care due to a mental or physical disability:

Federal: ***12 weeks (60 workdays)***
State: ***2 weeks (10 workdays)***

- Paid leave may be substituted for 2 weeks due to the disability of the child. Additional **unpaid** leave may be available with administrative approval.

SPOUSE

Federal: ***12 weeks (60 workdays)***
State: ***2 weeks (10 workdays)***

- Paid leave may be substituted for 2 weeks for the care of a spouse. Additional **unpaid** leave may be available with administrative approval.

PARENT

Parent:

Federal: ***12 weeks***
State: ***2 weeks***

- Paid leave may be substituted for 2 weeks for the care of the parent. Additional **unpaid** leave may be available with administrative approval.

Parent-In-Law:

Federal: ***0 weeks***
State: ***2 weeks***

- Paid leave may be substituted for 2 weeks for the care of the parent. Additional **unpaid** leave may be available with administrative approval.

ACTIVE DUTY

On January 28, 2008, President Bush added two new qualifying events under the federal Family and Medical Leave Act. These additions extend FMLA leaves to include employees caring for injured service members and family members who have a relative called to active duty.

CARE GIVER

FMLA currently grants qualifying employees time off to care for a parent, child or next of kin who is injured while on active duty.

Federal: ***26 weeks (130 workdays)***

- This law broadly expanded the definition of covered employee to include the next of kin or nearest blood relative of a covered service member.

CALL TO ACTIVE DUTY

This leave is available for "qualifying exigencies" arising out of the covered employee's spouse, child or parent being called to active duty in the Armed Forces. No illness or injury is required.

Federal: ***12 weeks (60 workdays)***

Updated June 2020

Certification of Health Care Provider for Employee's Serious Health Condition under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division

WAGE AND HOUR DIVISION

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at www.dol.gov/agencies/whd/fmla.

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First *Middle* *Last*

(2) Employer name: _____ Date: _____ *(mm/dd/yyyy)*
(List date certification requested)

(3) The medical certification must be returned by _____ *(mm/dd/yyyy)*
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

(4) Employee's job title: _____ Job description (☐ is / ☐ is not) attached.
Employee's regular work schedule: _____
Statement of the employee's essential job functions: _____
_____
(*The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)*

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____

Health Care Provider's name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (___) _____ Fax: (___) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: _____ *(mm/dd/yyyy)*

(2) Provide your **best estimate** of how long the condition lasted or will last: _____

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care**: The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

☐ **Incapacity plus Treatment**: *(e.g. outpatient surgery, strep throat)*
Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for *more than* three consecutive, full calendar days from _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*.

The patient (☐ was / ☐ will be) seen on the following date(s): _____
_____

The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider *(e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)*

☐ **Pregnancy**: The condition is pregnancy. List the expected delivery date: _____ *(mm/dd/yyyy)*.

☐ **Chronic Conditions**: *(e.g. asthma, migraine headaches)* Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

☐ **Permanent or Long Term Conditions**: *(e.g. Alzheimer's, terminal stages of cancer)* Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

☐ **Conditions requiring Multiple Treatments**: (*e.g. chemotherapy treatments, restorative surgery)* Due to the condition, it is medically necessary for the patient to receive multiple treatments.

☐ **None of the above**: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

(4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. *(e.g., use of nebulizer, dialysis*) _____

_____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

(5) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment(s)** (scheduled medical visits) *(e.g. psychotherapy, prenatal appointments)* on the following date(s): _____

_____

(6) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: *(e.g. cardiologist, physical therapy)* _____

Provide your **best estimate** of the beginning date _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery *(e.g. 3 days/week)*

_____

(7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)* the employee is able to work: *(e.g., 5 hours/day, up to 25 hours a week)*

_____

(8) Due to the condition, the patient (☐ was / ☐ will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the period of incapacity.

(9) Due to the condition, it (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day / ☐ week / ☐ month) and are likely to last approximately _____ (☐ hours / ☐ days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee's essential functions or a job description, answer these questions based upon the employee's own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee (☐ was not able / ☐ is not able / ☐ will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

_____

_____

Signature of Health Care Provider _____ **Date** _____ *(mm/dd/yyyy)*

Definitions of a Serious Health Condition *(See 29 C.F.R. §§ 825.113-.115)*
Inpatient Care
• An overnight stay in a hospital, hospice, or residential medical care facility. • Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or, o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

WORKERS' COMPENSATION

The District is committed to the promotion of safety awareness and accident prevention. Occasionally, an employee has an accident or suffers a work-related injury or illness. The District ensures that the employee will receive the appropriate medical care and treatment, provided the employee provides immediate notification regarding a work-related injury, so that the employee can return to good health and employment as soon as possible.

In accordance with state law, the District provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. Benefits help pay for medical treatment and provides state regulated income while recovering.

An employee injured on the job is required to complete an Accident Report immediately, online through Public School Works, or as soon as practical, and is also required to report the injury to the employee's direct supervisor/principal. The Accident Report can be accessed online via the District website / Staff Portal / Submit Accident Report and complete this in Public School Works. The employer must submit a report of injury or disease to the employer's worker's compensation insurance carrier within seven (7) days after the date of a work-related injury which causes permanent or temporary disability resulting in compensation for lost time.

Any employee who seeks medical treatment or is unable to report to work after an injury must provide a doctor's Return to Work Recommendation (RTW) form. If and when an employee is able to return to work, the doctor's RTW recommendation must state that the employee can return to full duty without restrictions or must specify the employee's restrictions. The Return to Work form can be accessed online via the District website and print this for your doctor to complete.

If the employee is unable to return to work after seven (7) working days, the employee must call the employee's direct supervisor/principal each week to report the employee's status. Each time the employee goes to the doctor, the employee is required to fax or hand carry a copy of the doctor's RTW Recommendation form to the direct supervisor/principal **and** the Business Office within 24 hours of the doctor's visit.

Procedures for Reporting an Employee Accident/Exposure/Injury

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Reference: *Wisconsin Statute:* Chapter 102

Wisconsin Department of Workforce Development

Revised 2-11-13, 08-12-13, 06-2020, 03-2025
Approved 09-12-11

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN

The District has developed and maintains a Bloodborne Exposure Control Plan that complies with the Occupational, Safety and Health Administration (OSHA) requirements. The purpose of this plan is to create a healthy work environment through a plan to control or minimize occupational exposure to Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV), and other bloodborne pathogens for employees who face a health risk from exposure to blood and other potentially infectious materials.

The Bloodborne Pathogens Exposure Control Plan is for employees who:

- provide services in a public facility providing health care related services; and/or
- otherwise have a risk of exposure to blood or other material potentially containing bloodborne pathogens.

A copy of the Bloodborne Pathogens Exposure Control Plan is available in each direct supervisor/principal's office or on the District's website under the Building and Grounds page. The plan provides guidelines on:

- how to handle and dispose of sharps (i.e. needles);
- how to handle and dispose of possibly contaminated materials;
- which employees are affected by the OSHA standard; and
- what housekeeping controls should be followed in cases of a possible bloodborne pathogen exposure.

If an employee has a bloodborne pathogen incident, the incident must be reported immediately to the direct supervisor/principal who will advise the employee of the next course of action and report the exposure incident to the Human Resources Office or Business Services. If an employee has not received the Hepatitis B vaccine, the employee shall be offered the vaccine within 24 hours of the exposure incident.

An annual review and training related to bloodborne pathogens will be provided.

Reference: *Board Policy 8453.01* Control of Blood-Borne Pathogens

Title 29 Code of Federal Regulations 1910, 1030

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

ACCIDENT REPORTS

All accidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the direct supervisor/principal immediately. Reports should cover property damage as well as personal injury. If an employee is injured while in work status, the employee should seek the necessary first aid and medical treatment. Employees seeking medical services are required to notify the Business Office prior to treatment and submit a Return to Work Recommendation (RTW) form completed by their treating physician after each appointment as practical. The employee may use the District created form or a medical provider form.

The District created form can be accessed via the District website / Staff Resources / Report an Employee Accident / Show Key Forms & Information / Dr's Return to Work Recommendation Form and print this for your treating physician to complete.

An accident report must be completed within twenty-four (24) hours or the next scheduled District workday, as practical per Board policy. In the event of a work-related accident or injury, please see the Worker's Compensation section (1.05) of this *Handbook*.

Reference: *Board Policy 8442* Reporting Accidents

Public School Works Submit Accident Report

Return to Work Recommendation – Attending Physician's Certification

Cross Ref.: *Handbook section 1.05* Worker's Compensation

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STEVENS POINT
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ATTENDANCE

The District expects an employee to be present for work, to adhere to their assigned schedule, to perform all assigned duties and to work all scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may only be taken during times designated by the employee's direct supervisor/principal and as may be further specified in other parts of this *Handbook*. Any deviation from assigned hours must have prior approval from the employee's direct supervisor/principal.

An employee who is unable to report to work shall contact the direct supervisor/principal to report the employee's absence as soon as possible prior to the start of the work day. Employees shall enter their absence in ERMA for the purpose of utilizing paid or unpaid time off and notifying the principals/supervisors. Teachers and Special Education Educational Assistants shall also enter their sub request in Frontline Absence Management for the purpose of securing a substitute for the period of absence as soon as possible, prior to the start of the work day. Any time spent not working during an employee's scheduled day must be accounted for with approved leaves of absence.

The District will monitor attendance and absence patterns. The following incidents will be investigated and may result in the appropriate level of discipline including oral and/or written reprimand, suspension and/or possible dismissal from employment:

- theft of time and/or improper modification of time worked records;
- failure to notify the direct supervisor/principal of an absence and failure to report to work on such day; and/or
- failure to return to work the day following the expiration of an authorized leave of absence.

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

CHILD ABUSE REPORTING

The District recognizes the serious school, family and societal problems associated with child abuse and neglect. Wisconsin law requires school employees to report all suspected incidents of child abuse and/or neglect to the proper authorities within the community.

All District employees having reasonable cause to suspect that a student, seen in the course of the employee's professional duties, has been abused, threatened, or neglected, shall immediately inform, by telephone or personally, the Portage County Health and Human Services Department at (715) 345-5350, as mandated by law, and then the direct supervisor/principal. The oral report given to the agency shall include the name and age of the student, the student's home address, the parent/guardian's name or other person(s) responsible for the student's care, and the circumstances surrounding the suspected abuse or neglect.

If the Portage County Health and Human Services Department is closed, the Portage County Sheriff's Department (715) 346-1400 or police department shall be contacted. It is not the responsibility of school personnel to prove the student has been abused or neglected, only to report the suspected case(s).

No employee shall be disciplined or discharged from employment for making such a report. Failure to report suspected cases of student abuse or neglect, by those required by law to do so, is punishable by a fine of not more than $1,000 or imprisonment of not more than six (6) months or both.

Reports to the Portage County Health and Human Services Department include abuse, sexual assault, neglect, and emotional damage.

Reference:	*Board Policy 8462*	Mandatory Reporting of Student Abuse and Neglect and Threats of Violence
	Wisconsin Statute:	§48.981, sub. (2m)

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STEVENS POINT
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CODE OF CONDUCT

The District employees are expected to create an atmosphere that will nurture and fulfill the potential of each student, leading to student achievement. Employees are responsible for quality practices and ethical conduct toward students, professional colleagues, parents, and community members.

All employees are expected to work together in a cooperative spirit to serve the best interests of the District. Employees are expected to observe the following code of conduct examples, including, but non-exhaustive:

- recognize and respect the rights of students, parents, other employees, and members of the community.
- know and comply with Board policies and District procedures.
- maintain confidentiality in appropriate matters relating to students and coworkers.
- report to work according to the assigned schedule.
- notify their immediate supervisors in advance (or as early as possible) in the event that they must be absent or late.
- express concerns, complaints, or criticism through appropriate channels.
- observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- use District time, funds, and property for authorized District business and activities only.
- act professionally and respectfully toward students and staff.

All District employees must perform their duties in accordance with state and federal law, Board policy, Employee Handbook sections and ethical standards. Failure to follow procedures stated above and/or contained in Board policy, Employee Handbook, and state and federal law may be cause for disciplinary action.

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STEVENS POINT
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CONFIDENTIALITY

District employees frequently come to know about confidential student, family, employee and District information.

Student information that an employee obtains as a result of the employee's employment with the District is confidential and not to be disclosed unless that information has been designated as student directory data by Board policy and state statute. Respect for students and the law require that student issues are only discussed with employees and parent(s)/guardian(s) who need to know the information.

The District will permit access to District records in accordance with state and federal law and established procedures. Any requests for District records shall be referred to the Superintendent (or designee).

Respect for students and the law require that student issues are only discussed with the student's parent(s)/guardian(s) and District employees who have a legitimate educational reason to have access to the information.

Any violation of confidentiality may be cause for disciplinary action up to, and including, discharge.

Reference:

Board Policy 8330	Student Records
Board Policy 8330.01	Unauthorized Acquisition of Student Personal Information
Board Policy 8310	Public Records
Board Policy 8350	Confidentiality
Wisconsin Statutes:	§19.31 19.39
	Chapter 48.396
	§118.125
	§118.27

Family Educational Rights and Privacy Act of 1974

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STEVENS POINT
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CONFLICT OF INTEREST

District employees hold the public trust through ethical and responsible public service.

District employees will not use their roles or positions for personal financial gain or the financial gain of their families.

Employees shall not engage in business activity, accept private employment, or render services for private interests when such employment, business activity or service is incompatible with the proper discharge of the employee's official duties or would impair the employee's independence or judgment or action in the performance of the employee's official duties.

Employees shall not have a personal financial interest other than employment compensation, a business interest, or any other obligation that creates a substantial conflict with the proper performance of their duties or the best interest of the District.

Employees are expected to inform the Superintendent of relationships, which may be construed, implicitly or explicitly, as a conflict of interest. Failure to notify the Superintendent or engaging in actions, which result in an employee's financial gain other than employment compensation will be subject to discipline including oral and/or written reprimand, suspension and possible dismissal from employment and judicial charges as outlined in state statute.

Reference: *Board Policy 3230* Conflict of Interest

Wisconsin Statutes: § 19.59 (1)
§946.10
§946.12
§946.13

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

CRIMINAL BACKGROUND CHECK

The District performs criminal history and background checks on all employees. This includes regular full-time, part-time and substitute employees. Applicants are required to file in writing, in advance of employment on forms provided by the District, a statement identifying whether the applicant:

A. has ever been convicted of a misdemeanor or felony;

B. has pending criminal charges; and/or,

C. has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal.

Additionally, applicants shall certify that the answers to all questions posed in the application materials and during the interview are true, correct and complete and that applicants shall understand that any omission, falsely answered statement will be sufficient grounds for the District to choose not to employ or to discharge individual should the applicant be employed by the District.

The District will not discriminate against a job applicant because of an arrest or conviction record unless the offense is substantially related to the circumstances of the job.

Reference: *Wisconsin Statute:* §111.31

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DRESS CODE

Employees are expected to dress professionally on a daily basis in order to set an appropriate example for students, coworkers, and the general public. Employee attire and grooming must enhance and promote and not detract from the learning/educational environment of students in their classes, school programs, school-related activities, the environment of coworkers, and the environment and success of any activity taking place at any time in any District facility, grounds, or site. Each employee's position will have an impact on attire. For some positions, the District requires that the employee wear a uniform or a uniform style of dress. For some positions, protective clothing and/or equipment must be worn during certain activities. The direct supervisor/principal will notify each employee about the specific dress code for their position in the District and any changes related thereto throughout the school year.

The direct supervisor/principal will enforce the dress code. A direct supervisor/principal may, at their discretion, make an exception(s) to attire in specific situations when appropriate.

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DRUG- AND ALCOHOL- FREE WORKPLACE

The District recognizes that the use or abuse of illegal drugs and alcohol has a significant negative impact on workplace safety, worker's compensation claims, sick pay benefits, absenteeism, and productivity. In addition, because our enterprise is educating students, it is paramount that all employees observe the law and District rules regarding drugs and alcohol so that as role models students may learn from our example.

The District is committed to protecting its students and staff from illegal drug use and employees who are impaired by alcohol on the job. The District prohibits the possession, use, dispensing, distribution, manufacturing, transferring, or illegal sale of drugs and alcohol on school property, or as part of any school activity, while employees are performing duties as District employees.

Failure to comply with the District policy may result in discipline including oral and/or written reprimand, suspension and possible dismissal from employment.

Alcohol and drug counseling, rehabilitation, and re-entry programs are available through the Employee Assistance Program.

Employees who are required to maintain a Commercial Driver's License (CDL) to perform their duties are subject to the District's Administrative Rules on Substance Abuse For Staff With Commercial Drivers' Licenses that shall be provided to them upon employment, or for current employees, through their supervisors.

Reference: *Board Policy 3122.01* Drug-Free Workplace
Board Policy 8601 Controlled Substance and Alcohol Policy for Employees that Transport Students

Federal Safe and Drug-Free Schools Act, 1994
Federal Drug-Free Workplace Act, 1988
Federal Drug-Free Schools and Community Act, 1989

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

ELECTRONIC COMMUNICATION

The District provides and maintains voice-mail, fax machines, computers, Internet access and email for employees' use in order to provide an efficient environment in which to fulfill District responsibilities. Employee communication and use of these systems shall be held to the same standards as all other professional communications. The Districts computers, network, internet and other technologies do not constitute a public access service or public forum.

Employees are expected to exercise responsible behavior when on the network and only use computers for educational material suitable to a school setting. Employees who use the systems inappropriately may be subject to loss of access privileges and other appropriate discipline.

Inappropriate uses include, but are not limited to:

- communications that contain ethnic slurs, inappropriate racial references, sexually explicit, obscene or harassing messages that would constitute harassment of others;
- unauthorized attempts to access, retrieve, read or listen to another person's computer, email or voice-mail account without prior authorization;
- transmission of sensitive, confidential or proprietary information to unauthorized persons or organizations;
- downloading, displaying or printing distasteful or offensive materials, including without limitation, "adult", racist or hateful materials, or visual depictions that are obscene, or child pornography; and/or,
- illegal or unethical activities or other activities that could adversely impact the District.

Occasional personal use of the Internet and email is permitted, but limited to times which do not interfere with the employee's position responsibilities. Communication over District networks is not considered private.

The District reserves the right to review, audit, intercept, monitor, access, disclose, copy and/or download any communication created, transmitted, or maintained on any of the District's computer or electronic communication systems.

Reference:
Board Policy 2531 Copyrighted Works
Board Policy 5136 Personal Communication Devices
Board Policy 7530.01 Board-Owned Personal Communication Devices
Board Policy 7530.02 Staff and School Officials Use of Personal Communication Devices
Board Policy 7540.01 Technology Privacy
Board Policy 7540.02 Web Content, Services, and Apps

Revised 10-28-13, 06-2020, 02-2021
Approved 09-12-11

Board Policy 7540.03	Student Education Technology Acceptable Use and Safety
Board Policy 7540.05	Assistive Technology and Services
Board Policy 7540.06	Electronic Mail
Board Policy 7541	Electronic Data Processing Disaster Recovery Plan
Board Policy 8605	Use of Electronic Wireless Communication Devices by District Employees Who Operate District-Owned or Operated Vehicles

Wisconsin statutes:	§943.70
	§947.0125

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USE OF PERSONAL COMMUNICATION DEVICES

Employees are responsible for using personal communication devices (PCDs) in a safe and appropriate manner and in accordance with this policy, as well as other pertinent Board policies and guidelines. This includes using a PCD that may be Board-owned or personally-owned (regardless of whether the Board pays the employee an allowance for use of the device, the Board reimburses the employee, or the employee receives no remuneration).

Conducting District Business Using a PCD

Employees are permitted to use a PCD to make/receive calls, send/receive emails, send/receive texts, and send/receive instant messages that concern District business of any kind. Employees are responsible for archiving such communication in accordance with the District's requirements. **PCD communication sent and/or received by a public (school) employee using a PCD may constitute public records. Additionally, PCD communications about students sent and/or received by an employee using a PCD may constitute education records if the content includes personally identifiable information about a student.**

Safe and Appropriate Use of a PCD

Employees are prohibited from using a PCD while operating Board-owned vehicles and potentially hazardous equipment. Employees are required to comply with all applicable laws while driving.

Employees may not use a PCD in a way that might reasonably create in the mind of another person the impression of being threatened, humiliated, harassed, embarrassed or intimidated.

Employees shall limit communications to matters within the scope of the employee's professional responsibilities.

Preferably, staff shall use online automated text services provided by the District or private companies to text students for official District communications and not personal accounts.

Consider carefully student and staff interactions on private social media accounts. It is recommended that staff not friend or follow students on social media. District approved sites or pages are preferred and provide openness, visibility and accessibility. Staff using social media accounts representing the District or District-sponsored activities, must be approved by, and registered with the Director of Communications and the appropriate administrator responsible for each function. Only the appropriate administrator responsible for each function or designee has permission to communicate via social media on behalf of the District or District-sponsored activities.

An employee's personal or private use of social media may have unintended consequences. While the Board respects its employee's First Amendment rights, those rights do not include permission to post inflammatory comments that could compromise the District mission, undermine staff relationships, or

cause a substantial disruption to the school environment. This includes staff members' online conduct that occurs off school property including from the employee's personal computer. Posting on social media should be done in a manner sensitive to the staff member's professional responsibilities.

Employees shall not electronically record by audio, video, or other means, any image or conversations at meetings unless each and every person present has been notified and consents to being electronically recorded. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. Surreptitious, unauthorized recording of others disrupts District workplaces, impairs employee relationships and cooperation and is injurious to employee morale. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings. The provisions found in Board policy 9151 governs electronically recording students.

Upon request from Administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any currently enrolled students.

Duty to Maintain Confidentiality of Student Personally Identifiable – Public and Student Record Requirements

Employees are subject to all applicable policies and guidelines pertaining to protection of the security, integrity and availability of the data stored on a PCD, regardless of whether they are Board-owned and assigned to a specific employee or personally-owned by the employee. Please reference policy School Board policy 7530.02

Use of a PCD in any manner contrary to District, local, State, or Federal laws may result in disciplinary action up to and include unpaid suspension and/or termination.

Reference:	*Board Policy 7530.02*	Staff and School Officials Use of Personal Communication Devices
	Board Policy 9151	Photographing, Filming, and/or Videotaping of Students in the School
	Board Policy 7440.01	Video Surveillance and Electronic Monitoring
	Board Policy 7540.03	Student Education Technology Acceptable Use and Safety

Protecting Children in the 21st Century Act, Pub. L. NO. 110-385, Title II, Stat. 4096 (2008)
Children's Internet Protection Act (CIPA), Pub. L. No. 106-554 (2001) Title I
of the Electronic Communication Privacy Act of 1986
18 U.S.C. 2510-2521
20 U.S.C. 1232g
34 C.F.R. Part 99

Wisconsin statutes: §175.22, §942.08, §942.09
§19.31-19.39, §118.125

Approved 03-08-2021
Revised 10-2024

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EMPLOYEE ASSISTANCE PROGRAM

The District recognizes that employees have personal or emotional problems from time to time. The District provides employees' access to a confidential Employee Assistance Program (EAP) to help individuals deal with life's stresses and difficulties. Services are provided by confidential counselors employed by an outside agency, and EAP visits or details are not shared with anyone in the District. All employees of the District, regardless of hours worked or temporary status, are eligible for the EAP.

The EAP is designed to provide assistance in the early identification of problems followed by appropriate referral to professional resources. EAP services may be accessed through self-referral or informal supervisory referral.

- The EAP protects the privacy of the individual.
- Employment status will not be jeopardized by seeking assistance.
- The decision to utilize the EAP is voluntary.

If an employee feels they would benefit from the EAP, the employee may contact the agency at 800-540-3758, email to EAP@ASCENSION.ORG or by visiting their website at AscensionWIEAP.org

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05-2026
Approved 09-12-11

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EMPLOYEE IDENTIFICATION BADGES

The District is committed to ensuring the safety of its students and staff. All District employees, including substitute classified employees, must wear a District issued identification badge (ID Badge) while carrying out employment duties. Teacher substitutes and Special Education Educational Assistants substitutes are required to wear an identification badge issued by their employer. The ID Badge must be worn so that it is visible on the employee's person.

District ID Badges are issued through the Building and Grounds Department. Lost, stolen, altered, or damaged ID Badges must be reported to the employee's direct supervisor/principal and the Building and Grounds Department Department for a replacement badge at a cost of $8.00.

Reference: *Board Policy 7440* Facility Security

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Approved 09-12-11

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

HARASSMENT

The District seeks to provide a professional work and academic environment comprised of people who respect one another and who believe in the District's values. Harassment and bullying is a form of misconduct that undermines the integrity of the District's employment and academic relationships. All employees and students must be allowed to work and learn in an environment that is free from intimidation and harassment.

Harassment or similar unacceptable activities which create a hostile, intimidating or offensive work and learning environment are specifically prohibited by the District. Bullying and harassment can arise from a broad range of physical and verbal behaviors, which can include, but is not limited to

- physical or mental abuse;
- racial, ethnic or religious insults or slurs;
- unwelcome sexual advance, touching or demands for sexual favors, accompanied by implied or over promises or preferential treatment or threats concerning an individual's employment or academic status;
- sexual comments, jokes or display of sexually offensive materials;
- sex-oriented name calling;
- deliberate, repeated making of verbal or written comments that insult, degrade or stereotype an employee or employee group; and/or
- engaging in or threatening to engage in action that has no legitimate business purpose and which would reasonably cause an employee to fear for physical safety or emotional welfare.
- the use of language, behavior, image and symbols that express prejudice against a particular group or groups on the basis of any protected characteristic(s).

These activities are offensive and inappropriate. It is the responsibility of administration and all employees to ensure that these prohibited activities do not occur.

Any employee who engages in harassment or similar unacceptable behavior or retaliates against another individual because the individual made a report of such behavior or participated in an investigation of a claim of harassment is subject to discipline including oral and/or written reprimand, suspension and possible dismissal from employment and judicial charges as outlined in state statute.

Any employee who believes that they have been the subject of prohibited harassment or similar unacceptable behavior or retaliation should report the matter. Employees will follow the steps and procedures outlined in Board Policy 3362 Employee Anti-Harassment to address all such incidents.

All such reports will be investigated promptly and will be kept confidential within the boundaries of the investigation and the law.

Revised 10-28-13, 06-2020, 08-2024
Approved 06-11-12

Reference: *Board Policy* *3122 Nondiscrimination and Equal Employment Opportunity*
3123 Section 504/ADA Prohibition Against Disability Discrimination in Employment
3362 Employee Anti-Harassment
3362.01 Threatening Behavior Toward Staff Members
2264 Title Title IX-Nondiscrimination on the Basis of Sex in Education Programs or Activities

Wisconsin statutes: §111.31
§118.13
§118.195
§118.20

Federal statutes: Title VII of the Civil Rights Act of 1964
Americans with Disabilities Act
Individuals with Disabilities Act
Age Discrimination in Employment Act
Genetic Information Non-discrimination Act
Rehabilitation Act
Title IX

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THREATENING BEHAVIOR TOWARD STAFF MEMBERS

Staff members should be able to work in an environment free of threatening speech or actions and where staff, students and visitors behave in a respectful manner.

Threatening behavior consisting of words or deeds that intimidate a staff member or cause anxiety concerning the staff member's physical and/or psychological well-being is strictly forbidden. Any student, parent, visitor, staff member, or agent of the School Board who is found to have threatened a member of the staff will be subject to discipline, for staff, up to and including unpaid suspension and/or termination of employment. Threatening behavior will be reported the appropriate law enforcement authorities.

Reporting Threatening Behavior

All employees have the responsibility to report threatening behavior, whether that behavior is exhibited by another employee, student or visitor. Employees should take all incidents (or reports of incidents) of threatening behavior seriously. Employees should contact one of the following immediately:

- Facilities & Safety Manager
- Direct Supervisor or Director
- Director of Human Resources

If an employee or another person is in imminent danger, 911 should be contacted at once and then one of the above listed individuals should be notified.

Reference: *Board Policy 3362.01* Threatening Behavior Toward Staff Members

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INVESTIGATIONS

The District expects to provide employees with a healthy work environment. The purpose of an investigation is to determine, to the best of a direct supervisor/director's ability, the facts surrounding alleged employee misconduct in the workplace. Investigations will be conducted in a fair and objective manner. In the event of a District investigation or inquiry, the District has an expectation of employee cooperation.

Every District employee has an affirmative duty to provide the direct supervisor/principal (or any other District official assigned to investigate) all relevant and factual information about matters investigated unless the investigation involves potential criminal conduct. An employee failing to volunteer information during an interview shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for appropriate disciplinary action including oral and/or written reprimand, suspension and possible dismissal from employment.

If the alleged employee misconduct may constitute criminal conduct by the employee, the employee will be notified in writing of the charges being investigated prior to the interview and may be provided a *Garrity* warning during the investigation interview, advising the employee of the employee's rights on issues that tend to implicate the employee in a crime.

A *Garrity* warning acknowledges that certain questions asked may also be (or become) the subject of criminal proceedings against the employee. The warning grants use immunity in that an answer given by the employee, or evidence derived from the answer may not be used against the employee in any criminal proceeding, except for perjury or false swearing. The employee's answer may be used against the employee related to District performance concerns.

The District may place an employee on administrative leave, with or without pay, during an investigation into alleged misconduct by the employee.

Reference: *Board Policy 3139* Staff Discipline

Garrity v. New Jersey, 385 U.S. 493 (1967)

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

LEAVES

I. Time Off With Pay

A. Sick Leave

Sick Leave is credited annually and provided at the beginning of the school year or fiscal year.

1. Sick leave can be used in increments of not less than one hour for the employee or the employee's family members (spouse, domestic partner, child under 18, or parent), including doctor and dentist visits.
2. Any accrued sick leave balances on June 30, 2011 were carried forward unreduced.
3. If accrued sick leave balances are above the maximum in the tables provided, the employee will be awarded the annual allocation. If the employee does not utilize the annual allocation of sick leave that year, the unused, annual sick leave allocation will not be added to the sick leave balance.
4. There will be no pay out or other compensation for unused sick leave due to resignation. Eligible retiring district employees will receive a sick leave payout of $100 per day for up to 120 accumulated sick days.
    - Employees must be at least 57 years old at the time of retirement, and
    - Have either 20 years of employment with the district or 20 years of Wisconsin Retirement (WRS) service.
    - To participate in this benefit, retiring employees must submit their letter of retirement to the Director of Human Resources by February 1st if they wish to retire at the end of the current school year. Certified and/or contracted employees planning to submit their letter of retirement or retire prior to the end of the next school year must notify the Director of Human Resources by February 1st of the prior school year.
5. Abuse or misuse of sick leave may result in disciplinary action. When an employee is absent for three (3) or more consecutive days, a doctor's note may be required. Supervisors shall notify Human Resources on an employee's third consecutive day of absence.
6. Teachers and special education assistants must enter absences into ERMA and then the substitute software to begin the substitute scheduling process and notification to their principal.
7. Family Medical Leave runs concurrently with sick leave and disability leaves and paperwork should be requested for absences of three (3) consecutive days and serious health conditions.

B. Voluntary Donation of Sick Leave

1. The employee will contact the Superintendent or designee in writing prior to using all sick days to receive anonymous donations of sick time from other employees. Such

requests can only be made for the prolonged employee serious illness, injury, or limitations related to, affected by, or arising out of pregnancy or childbirth up to a maximum of thirty (30) sick leave days.

2. Medical documentation will be required and must include a written statement by the doctor as to the employee's ability to handle job responsibilities and their expected date of return to work.
3. Each request will be addressed on a case-by-case basis. The employee's prior attendance record will be taken into account before a decision is made.
4. The Superintendent's decision is final and the employee has no right of appeal.
5. Employees requesting sick leave, may not receive more than 30 days of sick leave (prorated per FTE status). Employee donors may give up to 2 sick leave days per request.
6. All time donated will be allotted to the employee receiving the donated time.
7. No additional sick leave days will be accepted after the close of business on the 5th working day or when the maximum number of donated sick leave days are reached.
8. The District will allow one request per receiving employee for the duration of their employment with the District.
9. The names of all employees donating or receiving sick leave will be kept confidential.
10. This provision will be reviewed annually.

C. Personal Leave

Personal Leave is to be used for handling family and personal business/emergencies that may not otherwise be possible during a workday.

1. Personal leave can be used in increments of not less than one hour.
2. Employees may request of payout of unused personal leave for up to three (3) days at the sub rate of pay. Additionally, up to three (3) days of unused personal leave may be rolled over into an employee's sick leave balance if the balance is below the maximum accrued amount. Up to three (3) days of personal leave will be rolled over into sick leave balances at year end unless an employee requests a payout at the substitute rate of pay by the annually established deadline.
3. Personal leave requires a minimum of one (1) weeks' notice and prior approval from the direct supervisor/principal except in emergencies.
4. Personal leave will not be granted unless the classroom is covered by appropriate supervision (i.e. a substitute).
5. Personal leave will not be granted after a resignation notice is received. This would not apply to an employee providing a resignation/retirement notice and working through the end date of their work calendar.

Work Year	Employee Groups	Annual Sick Leave Days	Max Sick Leave Accumulation Days	Personal Leave Days
School Year	Bus Drivers	2	120	6
School Year (up to10 months)	Administration Clerical Educational Assistants Food Service	7	120	6

	Food Service Managers Teachers			
11 month	Administration Clerical Leadership Team	8	120	7
12 month	Administration Clerical Custodial/Maintenance Support Services Transportation	9	120	7

Days will be allocated based on the average daily hours scheduled.

An employee will earn a prorated amount of sick and personal leave. An employee who is hired between the first and the fifteenth of a month shall receive credit for the full month. An employee hired after the fifteenth will begin accruing the first of the month following their date of hire.

D. Family Funeral Leave

Family Funeral Leave is granted as illustrated in the table below. Employees shall indicate the relationship when requesting time off in ERMA.

Relationship (includes in-laws)	**Days paid**
Spouse, domestic partner, child, parent	Up to 5 days
Grandparent, sibling, grandchild	Up to 3 days
Aunt, uncle, nephew, niece, cousin and members of the employee's household	Up to 1 day

Additional funeral days may be requested and will be granted at the discretion of the direct supervisor/principal and Director of Human Resources. These approved additional days will be deducted from the employee's available sick leave and/or personal leave.

E. Jury and Subpoena Leave

Jury and Subpoena Leave covers employees called for jury service or subpoenaed in regard to their employment with the District. An exception is any subpoena issued in litigation where the employee is suing the District. Employee's will receive their salary less compensation received for jury or witness service. An employee should seek to postpone jury service for non-student attendance times by requesting the same of the court.

F. Military Leave

1. The District shall provide military leave in accordance with State and Federal Laws. Benefits due employees while on voluntary or involuntary military leave will be determined by applicable State and Federal laws and only those benefits as required by such laws will be provided. If State and Federal laws are not applicable to a

specific benefit, no such benefit will be provided.

2. If a state of emergency is declared and an employee is called to active military duty, up to ten (10) days of military leave with pay will be provided by the District.
3. Group hospitalization insurance coverage shall be continued for an employee and for the dependents of an employee until said employee has come under military coverage.
4. Military Leave. The state and federal laws governing military leave are intended to ensure that employees who serve or have served in the Armed Forces, Reserves, National Guard or other "uniformed services:" (1) are not disadvantaged in their civilian careers because of their service; (2) are promptly reemployed in their civilian jobs upon their return from duty; and (3) are not discriminated against in employment based on past, present or future military service. This Employee Handbook provision governs unless in contradiction with federal or state law.

   Military leave is available for employees, who are members of a state or federal military branch or reserve unit, and who require a leave of absence to perform military service duties, which includes the service, training, and/or an emergency response associated with the federal military, national guard, state guard, or other uniformed service are entitled to leaves of absence, pursuant to state and federal military leave laws, e.g., USERRA.

   Employees who wish to take paid or unpaid military leave must submit a written request for leave immediately or as soon as practicable after receipt of official notice to report to duty. A request for military leave must include written documentation of the employee's impending service duties, unless military necessity prevents the giving of notice or notice is otherwise impossible or unreasonable. The employee's request must include the length of leave requested and whether it is intermittent or continuous.

   Such military leave shall be provided to employees on an unpaid basis, except as provided herein.

   a. For the first ten (10) days of military leave required during the fiscal year, the employee shall be paid by the District. Such leave shall not be deducted from the employee's other accrued paid.

   b. For any military leave required beyond ten (10) days during each fiscal year, an employee may use his/her accrued paid leave, if any, to continue compensation.

For purposes of providing compensation to employees taking military leave, the District shall provide such compensation to employees on military leave by paying the difference between the employee's regular pay and any compensation received by the employee for the leave day, to ensure the employee's pay during their absence is the same as they would receive during their civilian employment. If the stipend received is equal to or greater than the pay of their civilian employment, the District shall issue no payment to the employee for military leave.

II. Time-Off Without Pay

Time-off without pay must be requested at least two (2) weeks in advance, except in emergencies, through the employee's direct supervisor/principal. Time off without pay is only available for use after all paid leave is exhausted and appropriate supervision for the classroom has been secured.

A. Extended Unpaid Leave of Absence

Extended Unpaid Leave is available for employees with more than three (3) years of service, subject to Board approval (for sabbaticals and family needs – not for alternative employment), for up to one year. The employee will be offered COBRA and is responsible for the total cost (employee and employer cost) of all benefits they elect while on an extended unpaid leave of absence.

B. Extended Unpaid Medical Leave

The District will allow employees up to one year of extended unpaid leave due to medical reasons. If after one year the employee is not able to return to work, employment will be terminated. The employee may still receive long term disability payments if approved by the insurance carrier.

Once an employee has been absent over five (5) unpaid days excluding time covered under the Family Medical Leave Act, the employee will be offered COBRA and shall pay the total cost (employee and employer cost) of all benefits the employee receives.

C. Job Share

Teaching staff eligible for an extended unpaid leave of absence, as defined above, may be eligible for a one-year job share. Both teachers will share one full-time teaching position, as approved by the Principal, appropriate Director of Education, and Director of Human Resources, including all of its duties and responsibilities while maintaining cohesion and continuity in the classroom with parents and staff. At the end of the one year period, the teacher may continue as a part-time employee by resigning half of their previous 1.0 full-time equivalent contract.

D. Volunteer Firefighter, Emergency Medical Technician, First Responder, or Ambulance Driver

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

1. By no later than thirty (30) days after becoming a member of a volunteer fire department or fire company or becoming affiliated with an ambulance service provider, submits to the District a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider notifying the District that the staff member is a volunteer firefighter, emergency medical technician, first responder, or ambulance

driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation;

2. When dispatched to an emergency, makes every effort to notify the District that the staff member may be late for or absent from work due to the staff member responding to the emergency or, if prior notification cannot be made due to the extreme circumstances of the emergency or the inability of the staff member to contact the District, submits to the District a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider explaining why prior notification could not be made; and

3. When late for or absent from work due to responding to an emergency, provides, on the request of the District, a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider certifying that the staff member was responding to an emergency at the time of the lateness or absence and indicating the date and time of the response to the emergency.

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

E. Organ Donor Leave

A staff member who has worked more than 52 consecutive weeks and for at least 1000 hours during that 52 week period may take up to six (6) weeks of leave in a twelve (12) month period as necessary for the employee to undergo bone marrow or organ donation procedure and to recover from the procedure. The employee may be required to provide written medical certification that s/he will serve as a donor and the amount of leave time necessary.

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

F. Leave for Voting

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

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

G. Election Official Leave

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

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

H. Leave to Testify

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

1. If the proceeding relates to a criminal matter under Chapters 48 or 938 of the Wisconsin Statutes, the employee may not be discharged from employment for absences due to testifying, provided that the employee provides notice within one (1) business day of receiving the subpoena;

2. Any employee subpoenaed to testify in a matter that involves a crime committed against the employer or against the employee in the course of employment (including an act committed by a juvenile that would be a crime if committed by an adult), shall be provided paid time off to do so such that no loss of wages or benefits occurs as a result of compliance with the subpoena.

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As stated in the Employee Handbook Personnel Policy 2.17-Leaves, I, _____,
(Print Name)
am requesting the District allow donation of sick time from other staff.

- I understand that only one approved request is allowed for the duration of my employment.
- I have provided medical documentation as required by the District including a written statement from my physician documenting my ability to perform job responsibilities and my expected date of return to work.
- I understand that my prior attendance record will be reviewed and taken into account before a decision is made.
- I understand the Superintendent's decision is final and I have no right to appeal the decision.
- I understand the maximum number of sick leave days I may receive from other employees is thirty (30) prorated per my FTE status.
- I understand the District will keep my information confidential and will not share my name and the details of my request with other employees.

Have you requested and been approved to receive sick leave donations before? _____

Signature: _____ Date: _____

Approved: _____ Date: _____
Director of Human Resources

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As stated in the Employee Handbook Personnel Policy 2.17-Leaves, I _____
(Print Name)

am donating _____ sick leave hours (circle one) in response to the request dated _____.

- I understand that my sick leave balance will be reduced and recorded in my ERMA account by the number of hours donated.
- I understand that any sick leave donated becomes the sole property of the recipient.
- I can donate a maximum of 2 sick leave days/16 sick leave hours (pro-rated per my FTE status) per request.
- I understand the District will keep my information confidential and will not share my name and the details of my donation with other employees.

Signature: _____ Date: _____
Employee

Approved / Not Approved: _____ Date: _____
Director of Human Resources

OFFICE USE ONLY

Time off request not needed: _____

Received and used _____ (#of days/hours): _____

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STEVENS POINT
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HOLIDAYS and BREAK PERIODS

The District offers full time and part time employees (excluding substitutes) paid holidays. Employees are not required to work on holidays unless required by emergencies. If a holiday falls on a Saturday, it is generally recognized on the preceding Friday. If a holiday falls on a Sunday, it is generally recognized on the following Monday.

If a holiday occurs during an employee's work year, the employee will receive holiday pay which is prorated for part time employees. Twelve month employees receive 10 holidays. School Year (up to 11 month) employees receive 7 holidays. If a holiday falls during the time any employee is on sick leave, the employee shall receive holiday pay in lieu of sick pay for the day.

Winter, spring and summer break periods are unpaid for school year (up to 10 month) and 11 month employees. These break periods are not included in the employees' work year; however, Christmas Day, New Years Day and Traditional Good Friday will be paid holidays.

Work Year	Employee Group	Paid Holidays
School Year up to 11 months	Certified Classified	Labor Day Thanksgiving Day after Thanksgiving Christmas Day New Years Day Traditional Good Friday Memorial Day
up to 11 months	Administrative	Labor Day Thanksgiving Day after Thanksgiving Christmas Day Christmas Eve (if outside Winter Break) New Years Day New Years Eve (if outside Winter Break) Traditional Good Friday Memorial Day
12 months	Administrative Classified	Labor Day Thanksgiving Day after Thanksgiving Christmas Eve Christmas Day New Years Eve New Years Day Traditional Good Friday Memorial Day July 4

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LACTATING EMPLOYEES

It shall be the policy of the Board to support the decision of staff members to breastfeed their infant(s) by providing unpaid breaks for lactating employees to express breast milk for infants on District premises.

The building administrator shall designate a private area, other than a restroom, where an employee can express breast milk. The designated area shall be a space where intrusion from coworkers, students, and public can be prevented, and one where an employee who is using this area can be shielded from view.

The employee shall notify the supervisor of the intent to express milk during work hours. It shall be the responsibility of the employee to keep the supervisor informed of needs in this regard throughout the period of lactation.

A reasonable amount of time to complete the activity based on an established schedule of frequency the staff member requires. The staff member is responsible for providing a schedule of frequency and for completing the process efficiently. The employee can express milk during regularly scheduled unpaid break periods and/or during regularly scheduled paid break periods outlined in the Employee Handbook "Lunch and Breaks" policy, 4.04.

Additional requests from a covered employee to assist in the process of expressing breast milk under this policy should be addressed to a building administrator. Reasonable efforts will be made to facilitate full access to the benefits of this policy.

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

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

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

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

Approved 03-08-2021
Revised: 08-2024

Reference: *Board Policy 3420.05* Lactating Employees
Board Policy 3700 Fair Labor Standards Act (FLSA)

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PAID VACATION

Paid vacation will be provided to employees hired after July 1, 2012 (calendar year full-time and calendar year part-time employees) as reflected in the attached chart. All existing calendar year employees as of June 30, 2012 will retain their current accrual balances and schedules. A calendar year employee is defined as an employee who is scheduled to work two hundred and sixty (260) days per year. This includes Support Services, Custodians, Clerical, and Food Service employees. Administrators are governed by their individual contracts.

The vacation schedule for employees hired prior to July 1, 2012 and new employees (July 1, 2012 and after) is attached to this section.

Employees transitioning from a school year position to a calendar year position after July 1, 2012 will receive a prorated Years of Service calculation based on their previous position's scheduled hours. Once their service level is calculated, they would earn vacation according to the same schedule as new hires.

An employee who has not worked a full calendar year prior to July 1 will earn a pro-rated amount of vacation based on the number of months worked from date of hire to June 30. An employee who is hired between the first and the fifteenth of a month shall receive credit for the full month. An employee hired after the fifteenth of a month will begin accruing vacation on the first of the month following their date of hire.

Vacation time may be taken in not less than 1/4 hour segments, as arranged with the direct supervisor/principal. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave. No employee may be denied the ability to take all accrued vacation during a 12-month period, but the direct supervisor/principal shall have the right to approve requested vacations on a first-come, first-serve basis, as necessary, to accomplish work objectives.

An employee may carry over a total of five (5) vacation days.

An employee who terminates employment for any reason, or who transfers to a position that is not eligible for vacation, shall have their vacation reconciled for over or under utilization – the employee will reimburse the District for over used vacation and the District will reimburse the employee for under-utilized vacation.

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Employee Vacation Leave Allocation Summary[1]

12 Month/Annual Employees[2]

Current and Proposed

YEARS OF SERVICE TO BE REACHED IN CURRENT FISCAL YEAR	SUPPORT SERVICES (17)	CUSTODIANS (46)	CLERICAL (18)	FOOD SERVICE (2)	TRANSPORTATION (4)	HIRED/VACATION ELIGIBLE AFTER JULY 1, 2012
	Current	Current	Current	Current	Current	
<1 YEAR	10	5	5	5	5	5
1 YEAR	10	5	5	5	5	10
2 YEARS	10	10	10	10	10	10
3 YEARS	10	10	10	10	10	10
4 YEARS	15	10	10	10	10	10
5 YEARS	15	15	15	15	15	10
6 YEARS	15	15	15	15	15	15
7 YEARS	15	15	15	15	15	15
8 YEARS	15	15	15	15	15	15
9 YEARS	20	15	15	15	15	15
10 YEARS	20	15	20	15	15	15
11 YEARS	20	15	20	15	15	20
12 YEARS	20	15	20	15	15	20
13 YEARS	20	20	20	15	15	20
14 YEARS	20	20	20	15	20	20
15 YEARS	25	20	20	20	20	20
16 YEARS	25	20	20	20	20	20
17 YEARS	25	20	20	20	20	20
18 YEARS	25	20	20	20	20	20
19 YEARS	25	20	20	20	20	20
20 YEARS	25	25	25	20	25	20
21+ YEARS	25	25	25	20	25	25

[1] Current employees, retain vacation earned and previous schedule per employee group.
New employees, effective July 1, 2012, earn proposed/new vacation.

[2] ( ) under each column heading refers to the number of employees in each group affected.

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PERSONNEL RECORDS

A confidential personnel file is maintained for each employee in the District and contains such information as applications, college credentials, transcripts, references, evaluations, and other pertinent employment information. The Human Resources Office maintains a current file on each District employee in accordance with established procedures.

Access to employment records is limited to the employee, direct supervisor, and appropriate members of the Human Resources Office. An employee shall have the right to review personnel records as permitted by state and federal laws. The District may duplicate file materials for an employee for a nominal fee.

Requests for information resulting from a court order or government request will be honored in accordance with Wisconsin Public Records Law when a written release of information is obtained from the employee. Otherwise, employee information available to the public is limited to the name of the employee, assignment, dates of employment, and compensation.

Reference:	*Board Policy 8310*	Public Records
	Board Policy 3320	Personnel Records
	Board Policy 3320.01	Unauthorized Acquisition of Staff Personal Information
	Wisconsin Statutes:	§103.13
		§165.68
	The American with Disability Act	

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PHYSICAL EXAMINATION

Upon initial employment, new employees must furnish evidence of freedom from infectious disease, including a tuberculin skin questionnaire. If the employee's tuberculin skin test is positive, a chest X-ray shall be required. The Board shall pay the cost for any required physical examination, which shall be performed by the District's authorized medical provider. Evidence that an employee is of sufficient health to perform the essential functions of the assignment is necessary to make binding the offer of employment or initial contract, as applicable, with the District.

As evidence of fitness for duty, the District may require a physical and/or mental examination, at the District's expense, where reasonable doubt arises in the minds of the District concerning the current health of the employee as it relates to the ability to perform the functions of the job. Any required testing shall be consistent with limitations imposed by applicable state and federal law. Failure to comply with such request or failure to provide a doctor's certification of sufficiently sound health to perform duties may be subject to discipline including oral and/or written reprimand, suspension, and/or possible dismissal from employment.

An employee may request an exemption from the physical examination requirement for religious reasons by filing an affidavit with the District. The Board shall not discriminate against any employee for filing an affidavit seeking an exemption from the physical requirement.

The District shall maintain all physical examination records and other medical records in a file separate from all other personnel records, and shall treat such records as confidential medical records in accordance with state and federal laws and regulations.

Reference: *Board Policy 3160* Physical Examination

Wisconsin Statutes: §118.25
§121.52 (3)
§252.15

Americans with Disabilities Act of 1980

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POLITICAL ACTIVITY

The District recognizes that staff members have civic responsibilities and/or rights, and it encourages employees to exercise them. Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

1. no school employee shall, during hours for which compensation is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action with the exception of informal political speech that may take place between staff members;

2. where discussions with students about candidates for any political office occur as a part of the instructional program, teachers must present a balanced review of major political platforms so as to afford students the opportunity to do their own thinking and decision-making; and/or

3. no staff member may solicit or receive from any officer or employee of a political subdivision of the state any contribution or service for any political purpose during established hours of employment or while the employee is engaged in official duties.

An employee may be absent from work in order to vote while the voting polls are open. While the District would prefer that employees vote before or after their scheduled work day, the District realizes that this is not always possible. An employee may use break or lunch time to vote. The employee shall notify the direct supervisor/principal of such intended absence.

Reference:	*Board Policy 3210*	Staff Ethics
	3231	Outside Activities of Staff
	5730	Equal Access for Non-District Sponsored Student Clubs and Activities
	7540.03	Student Education Technology Acceptable Use and Safety
	9700.01	Advertising and Commercial Activities
	Wisconsin Statute:	§6.76

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PROFESSIONAL DEVELOPMENT

The District believes in life long learning, improvement, and achievement for its students and employees. The District encourages and supports professional development for all staff to enhance their knowledge and skill base, improve their performance, and to promote student learning and achievement. Professional development is provided through and by the District, and the District encourages self-initiated professional growth, as well. Whether through self-initiated or District provided professional development, all employees are expected to learn and to incorporate new knowledge, concepts, skills, and best practices into their performance.

Staff members are expected to comply with the professional development plan requirements of their license and provide timely verification of progress towards fulfilling this responsibility.

Completion of fifteen (15) hours (pro-rate for part-time staff by FTE) of personalized, professional development and Public School Works training is required for all certified staff to be eligible for any salary increases granted by the School Board. Non-certified staff must complete Public School Works training. New hires professional development hours will be pro-rated based on months worked and FTE for new employees who began work prior to January 1. Professional development hours must be completed outside the work day/contracted days. All professional development hours for the school year must be completed between April 1 and March 31.

Reference: *Board Policy 3242* Professional Growth Requirements
Board Policy 3125 Educator Licensing

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SAFETY PROGRAM

The District is committed to providing a safe and healthy environment for its employees, students, and visitors. Safety education and accident prevention provides a protective measure during school hours, and it teaches appropriate behavior to minimize accidents.

Our comprehensive safety program is multi-tiered, with responsibility being shared among employees. The District has a Safety and Security Team comprised of the Director of Secondary Education, Facilities and Safety Manager, Security Guard , a high school assistant principal, a junior high school assistant principal, and an elementary principal. This team maintains the overall District safety and security program. The Director of Secondary Education, is responsible for the overall implementation of the District safety and security program in concert with the Facilities and Safety Manager, Superintendent and Principals; each principal is responsible for the safety program at their school; directors and supervisors are responsible for the safety program within their departments; and each employee is responsible for their safety, and the safety of students in their charge.

The District safety and security program includes but is not limited to the following:

- staff training of communicable diseases, handling body fluids, HIV, and bloodborne pathogens;
- recordkeeping for all reportable accidents occurring during all school activities, and proper, in depth investigations for any unusual or major accidents;
- relevant and up to date evacuation maps, safety posters, information, and other communication media for posting at all schools, District buildings and sites, and on the District website;
- regular emergency drills for fire, tornado, and school crisis situations;
- review of safety procedures for civil disturbances, bomb threats, and other attacks;
- regular local, county, regional, state, and federal training for appropriate administrators, directors, supervisors, and staff; and
- coordination with local, county, state, and federal agencies for security, safety, and emergency plans.

Reference:

Board Policy 7440	Facility Security
Board Policy 8410	Crisis Intervention
Board Policy 8442	Reporting Accidents
Board Policy 8450	Control of Casual-Contact Communicable Diseases
Board Policy 8450.01	Personal Protection Equipment During Pandemic/Epidemic Events
Board Policy 8452	Automated External Defibrilators
Board Policy 8453	Direct Contact Communicable Diseases
Board Policy 8453.01	Control of Blood-Borne Pathogens
Board Policy 8462.01	Threats of Violence

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STAFF GIFTS

District employees shall not receive or offer to accept any gift, gratuity, or anything of value which the employee is not authorized to receive, from any outside vendor and/or a person who has a business or financial relationship with the District.

The District recognizes that student and/or parents may show appreciation of a coach, director, teacher, or other employee for notable service. Tokens of appreciation may be accepted.
The District appreciates the support and efforts of parent teacher organizations (PTOs) in supplementing educational needs for individual District schools. Awards from PTOs are not considered gifts, even if they are funneled through a specific educator, since the product of PTO efforts is intended to support students in a measurable way.

Employees are expected to inform the superintendent (or designee) of gifts, which may be considered of value. Failure to notify the superintendent (or designee) of receipt of items of value or accepting gifts, gratuities or anything of value, will be subject to discipline including oral and/or written reprimand, suspension and possible dismissal from employment and judicial charges as outlined in state statute.

Reference:

Board Policy 3210	Staff Ethics
Board Policy 3214	Staff Gifts
Board Policy 6000	Recognition
Board Policy 6460	Vendor Relations
Wisconsin Statutes:	§118.12
	§946.12 (5)

Wisconsin Code of Ethics for Public Employees and Officials

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TOBACCO FREE WORKPLACE

The District is dedicated to providing a healthy, comfortable, and productive environment for staff, students, and the public. Additionally, the District has a role in encouraging health, fitness, and wellness, and it recognizes the importance of adult role modeling for students.

Smoking and use of tobacco products which means to chew or maintain any substance containing tobacco, including smokeless tobacco, in the mouth to derive the effects of tobacco, as well as all uses of tobacco, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, any other matter or substances that contain tobacco, in addition to papers used to roll cigarettes and/or smoking of electronic "vapor" or other substitute forms of cigarettes, clove cigarettes and any other lighted smoking devices for burning tobacco or any other substance is prohibited on or in District property by staff, students, and the public. This includes District facilities, grounds, and District owned vehicles.

Failure to comply with this policy will result in disciplinary measures up to and including suspension and/or dismissal.

Reference:	*Board Policy 3215*	Use of Tobacco by Staff
	Board Policy 7434	Use of Tobacco on School Premises
	Wisconsin Statutes:	§101.123
		§111.321
		§120.12 (20)

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TRAVEL AND EXPENSE REIMBURSEMENT

The District will pay the necessary expenses of employees when authorized to travel on official school business. Travel expenses that may be reimbursed include, but may not be limited to: transportation; conference registration; meals; and/or lodging. Direct supervisor/principal approval must be obtained prior to travel and for reimbursement of travel expenses.

In-District Travel

1. Employees shall be reimbursed for travel from one school property to another at the current Internal Revenue Service (IRS) mileage reimbursement rate.
2. Homebound teachers shall receive round-trip reimbursement from the teacher's home to the student's home.

Out-of-District Travel

1. Eligible expenses include the following:
    a. Transportation will be reimbursed to the extent of the actual fare paid for bus, taxi, tolls, airfare, and airport shuttle as documented by receipts. Car rental may be approved when advantageous to the District. Automobile travel will be reimbursed at the current IRS mileage rate plus necessary parking costs;

    b. Meal expenses will be reimbursed in accordance with the per diem meal allowance approved by the school board. Meals included as part of a registration shall not be reimbursed to the employee. The per diem meal allowance does not cover alcoholic beverages, but does include tips, nonalcoholic beverages and meals. Meals for out of district travel that do not require an overnight stay will not receive reimbursement.

Forms seeking reimbursement for mileage and/or travel expenses may be obtained from the school office. Reimbursement rates follow the per diem rates set by the U.S. General Services Administration (GSA).

Reference: *Board Policy 6480* Expense Reimbursements

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VEHICLE OPERATION

District employees who wish to transport students to school-related activities require prior approval from the building principal. Drivers and vehicles utilized to provide student transportation must meet all state and District requirements. Employees and volunteers must complete a Volunteer Transport form, provide proof of insurance, a copy of their driver's license, and pass a driver's license background check through the Department of Transportation.

Employees who meet all legal and District requirements are permitted to drive school buses on field trips or extracurricular trips on a volunteer basis. District employees desiring to drive school buses on a volunteer basis must receive prior approval from the building principal.

No texting is allowed when transporting students and cell phone use is only permitted in the "hand's free mode."

Reference:	*Board Policy 8600*	Transportation
	Board Policy 8640	Transportation for Field and Other District-sponsored Trips
	Board Policy 8651	Nonroutine Use of School Buses
	Board Policy 8660	Transportation by Private Vehicle
	Wisconsin Statutes:	§121.52
		§121.53
		§121.54 (7)

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PERSONAL PROPERTY

A. Liability

The District does not assume any responsibility for loss, theft, and/or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft, and/or any damage to employees' personal property including but not limited to vehicles (motorized and non-motorized) parked on school property. This includes any potential damage occurring during a police search of District buildings and grounds. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.

B. Search of Personal Effects and Work Spaces

Employees shall have no expectation of privacy to items in plain view, including, but not limited by enumeration to, automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g., purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law. Employees shall also have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desk, filing cabinets, mailboxes, lockers, tables, shelves, electronic network, electronic devices (e.g., computers, flash drives, discs, etc.), 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 or storage are locked or unlocked or password protected in accordance with applicable state and federal law.

Reference: *Board Policy 7540.01* Technology Privacy
Board Policy 7540.06 Electronic Mail

Wisconsin Statutes: §947.0125
§948.11
§995.55

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EMPLOYMENT PROCESS

These employment processes apply to all District openings unless an exception is made by the Human Resources Director.

I. Job Posting

When a position becomes vacant or a new position is created, and the District has decided to fill the vacancy, notice of such available position will be posted internally and may be posted externally simultaneously for a minimum of five (5) working days, unless the District requires a shorter posting period due to pressing needs. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.

Vacancy notices will be posted on the District web site under the "Employment Opportunities" tab of the Human Resources page, District buildings, and other sites as deemed appropriate. Postings may also be available in the Human Resources Office. The vacancy notice will include a basic description of the position duties, essential credentials, a filing deadline, and the name of the contact person.

External applicants for all positions must complete an application. External applicants for certified positions (teachers and administrators) plus supervisors and directors must provide the following:

1. cover letter;
2. application;
3. resume;
4. references; and
5. copies of transcripts and licenses.

Internal applicants (individuals already employed by the District) can apply for openings indicating their interest through WECAN.

II. Procedures

The procedures described below represent the requirements to help ensure that a fair and objective process exists for the hiring of the best possible candidate.

1. When a vacancy occurs in the District, a posting form is submitted to the Human Resources office for approval and posting.
2. Any employee interested in a posted vacancy can apply through WECAN.
3. In order to determine whether individuals are qualified and capable to perform the duties, the hiring supervisor/principal, or their designee, must interview the candidates to understand their skills, knowledge and abilities.

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4. Interviews may be more detailed or briefer based on whether the position is incremental or a new position.

III. Interviewing

To maximize learning for students, the District wants to ensure that we have employees well matched to their positions. The interview process is a valuable tool for a supervisor to assess an applicant's suitability for a position. It is also the applicant's opportunity to gain knowledge about the duties and responsibilities of the position and the current and future working environment.

Interview teams will be determined by the hiring supervisor and approved by the Human Resources Director and should be tailored to match the size, scope and complexity of the job. The teams may include administrators, certified staff members, classified staff member, District students, parents of District students and community members. At a minimum, the interview team should prepare for the interview by reviewing the application materials, the position description and the qualification requirements for the position. All interview teams are bound by the confidentiality section of this handbook.

At the conclusion of the initial interview process, there may be a recommendation for employment or, if necessary, a recommendation for additional rounds of interviews. Additional preparation will be done prior to interviews when the interview team convenes.

IV. Selecting

The District recognizes that a world class educational system depends upon consistently using sound procedures for selection of candidates for various positions. The District retains the right to select a qualified applicant for any position based upon stated position descriptions and posted job requirements and qualifications. The District considers qualifications that are related to the position and exceed those minimum qualifications listed in the position description.

The term applicant refers to both internal and external candidates being considered for the position. Seniority helps prepare employees through career growth and experience, but it is not the primary selection criteria.

The District does not discriminate against any applicant for employment on the basis of the protected class, race, color, creed, religion, sex (including transgender status, change of sex, sexual orientation, sexual stereotypes, sex characteristics, or gender identity), national origin, ethnic background, age, pregnancy, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service ancestry, arrest record, conviction record, (as defined in 111.32, Wis. Stats.), use or nonuse 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 on any other characteristic protected by law or other Board policies in its employment process. Employment decisions will be made on the basis of each applicant's job qualifications, experience, selection process assessments, background checks, references and abilities.

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LICENSURE/CERTIFICATION

District employees who are required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in the personnel file. If required, each employee will provide the Director of Human Resources a valid copy of the employee's certification or evidence of eligibility for certification prior to commencing employment.

Employees are expected to meet the requirement and are responsible for re-licensure or certification in a timely manner. Employees can click the following link to verify their license status with DPI: dpi.wi.gov/licensing/license-lookup

A teaching contract with any person not legally authorized to teach the named subject shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates.

Reference: *Board Policy 3125* Educator Licensing
Board Policy 3120 Employment of Staff

Wisconsin statute: §118.21

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EMPLOYEE APPRAISAL

Annual performance appraisals are an important part of the life of the employee with the District. This is an opportunity to let each employee know how the employee is meeting the job responsibilities and duties of the employee's position, noteworthy areas of performance, how performance may be improved, and to receive feedback from the employee regarding concerns.

Appraisals will include observations, feedback, development, conferences, and a collection of other appropriate data. Some job factors, but not all, that will be evaluated are quality of work, dependability, adaptability, job knowledge, judgment, and attitude.

A confidential, personal conference between an employee and the direct supervisor/principal shall take place with each performance appraisal. Supervisors have the right to conduct additional performance reviews throughout the year.

A signed copy of an appraisal will be filed in the employee's personnel file, which is kept in the Human Resources Office. An employee has the right to submit comments to the appraisal within thirty days, which will be attached to the appraisal.

Reference:	*Board Policy 3220*	Staff Evaluation and Educator Effectiveness
	Board Policy 3220.1	Evaluation of Support Staff
	Wisconsin Statute:	§121.02(1)(q)

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POSITION DESCRIPTIONS

The District documents work and describes roles and duties in position descriptions. It helps the employee know what is expected by clearly defining the work to be performed in relation to the overall goals of the work unit and the District. The position description is used as an information source for the recruitment and selection plan if a position is vacant. The position description can also be the basis for identifying training needs and criteria for evaluating performance.

The position description is the key document in determining the appropriate Fair Labor Standards Act (FLSA) status of a position. It is descriptive of the major goals and worker activities of the position. The position description is not intended to limit the supervisor's right to assign additional work to employees.

Direct supervisors/principals and employees are responsible for assuring that the work duties defined in the position description is the work that is actually performed by the employee and that the position descriptions are reasonably current descriptions of the work performed.

Reference:
Board Policy 3120 Employment of Staff
Board Policy 3120.01 Job Descriptions
Board Policy 3122 Nondiscrimination and Equal Employment Opportunity
Board Policy 3362 Employee Anti-Harassment

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

REASSIGNMENT/TRANSFER

The District reserves the right to reassign or transfer any employee when the Superintendent (or designee) determines that the reassignment/transfer is in the best educational interest of students and best operational interests of the District.

If the request for reassignment is made by the employee, it is a voluntary transfer. If the reassignment is initiated by the District, it is an involuntary transfer.

Voluntary Transfer
All employees may request transfers to other employment positions within the District. For non-certified staff, this is accomplished through the posting process for open positions. Certified staff may submit a letter requesting transfer to the Human Resources Office no later than March 1 of the year preceding the transfer. Transfer requests shall be granted only if the transfer will maintain or improve the effectiveness of the District.

Involuntary Transfer
The District reserves the right to transfer an employee, if qualified, to another position. No employee will be involuntarily transferred by the District without a conference with the employee's supervisor, followed by written notice which will include the reason for the transfer. The District will assist employees and make arrangements with the transfers as mutually determined by the current and future direct supervisors/principals.

The District will provide ample and reasonable notice to employees when making voluntary and involuntary transfers. For teachers, the District will make every effort to notify them by May 1, if possible. For all other employees, the District will provide notice in order to affect a smooth efficient and effective operation of the District.

Reference:	*Board Policy 3120*	Employment of Staff
	Board Policy 3122	Nondiscrimination and Equal Employment Opportunity
	Cross Reference:	Employee Handbook Policy 3.01; Employment Process

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TRANSITIONAL DUTY

The District strives to promote successful recovery from any work related personal injury or a serious medical condition and recognizes the importance of a transitional work assignment in assisting an employee's return to the normal course of employment in as short a time period as possible. The transitional work program maintains established work habits, aids reintegration into the work environment, and assists the injured employee back to full duty requirements as documented in the position description.

The District has developed these guidelines for supervisors to follow when an employee returns to work with restrictions:

- reporting for transitional temporary reassignment that is offered by the District is mandatory once the employee's physician indicates a release to modified duty for a work related injury;
- modified duty will continue until the employee is released to regular job duties by the physician or has reached an end of healing as it relates to the work related injury;
- temporary, transitional work may be in another building, and scheduled hours may be changed to meet the needs of the temporary assignment;
- in no event shall the length of transitional or modified work assignment exceed ninety (90) calendar days; and/or
- it is the responsibility of the employee to notify the direct supervisor/principal if the work assigned exceeds the restrictions placed on the employee by the physician.

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

EMPLOYEE RESIGNATION

An employee wishing to resign shall give written notice of resignation of employment, as soon as possible, with a minimum two week notice, to the Director of Human Resources. A teacher requesting release from the contract after June 15, or by terminating services during the term, will be assessed liquidated damages as follows:

June 16 through June 30: liquidated damages in the amount of $1000.00
July 1 through July 31: liquidated damages in the amount of $2000.00
August 1 and thereafter: liquidated damages in the amount of $3000.00

The Superintendent may waive this provision under exceptional circumstances upon written request from the employee.

Upon recommendation from the Director of Human Resources, the Superintendent will submit the recommendation for resignation to the School Board for action.

The failure of a certified employee to electronically sign, date, and return their employment contract to the District by June 15th, in accordance with Wis. Stat; 118.22, constitutes a resignation from employment effective June 16th, rendering the contract null and void as of that date. Should the District determine that the newly created vacancy resulting from this passive resignation be filled the position will be posted, advertised and filled per the District's normal recruitment process.

When terminating employment from the District, an employee's holiday and/or vacation time earned balance will be reconciled on the last paycheck. For year-round employees the District's obligation to pay its share of the employee's insurance benefits (if applicable) will terminate at the end of the month in which the employee works the last day. For school year employees, the District's obligation to pay its share will terminate at the end of August, as long as the school year employee worked their last scheduled work day of the school year.

The Director of Human Resources (or designee) will offer to conduct a personal exit interview either in writing or face to face. Exit interview documentation will be filed separately from the employee's personnel file.

Reference: *Board Policy 3140* Nonrenewal, Resignation and Termination

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NEPOTISM

The District may employ more than one family member. In order to promote sound management policies and procedures, no close relative of an employee shall be appointed to any position where, as a result, the employee would directly supervise or receive direct supervision from a close relative.

A. A close relative is defined as spouse, parent, grandparent, grandchild, son, daughter, sister, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece, nephew, aunt, and uncle.

B. Direct supervision includes, but is not limited to, the authority, responsibility, or power to appoint, dismiss, promote, demote, evaluate or recommend salary adjustments or participate in or recommend the appointment, dismissal, promotion, demotion, or salary adjustment of an employee, as defined in position descriptions.

Applicants for employment with the District shall be selected without regard to a familial relationship, which they may have with a current employee of the District. To avoid possible conflicts of interest, which may result from employment procedures, an employee who is related to an applicant shall not participate in any decision to employ, retain, promote, evaluate or determine the salary of the applicant. Should employees become related during employment, the administration shall ensure that direct supervision of close relatives does not occur.

Reference: *Board Policy 3120.02* Nepotism

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

REGULAR WORK SCHEDULE AND HOURS

Employees are employed on a ten, eleven, or twelve month basis, according to the work schedule and position determined by the District. A calendar is adopted each year by the Board designating employee work schedules, break periods and holidays. Notice of the annual work schedule will be made available on the District website by the Human Resources Office.

Administrative and certified employees have individual contracts with the District. Non-certified employees are employed "at-will." Administrative and certified employees are exempt from receiving overtime pay. Non-certified employees are non-exempt and subject to overtime and are not authorized to work in excess of their assigned schedule without approval from their direct supervisor/principal.

A regular, full-time workday is eight hours. Due to different schedule requirements, employee's starting, lunch, break and ending times may vary due to different assignments and locations. The employee's direct supervisor/principal will schedule working hours, break periods, and lunch periods.

Typical Hours of Operation for the District buildings are as follows

8:00 a.m. – 4:30 p.m. Monday through Friday	Bliss Educational Services Center
8:00 a.m. – 4:00 p.m. Monday through Friday	Elementary schools
7:35 a.m. – 3:35 p.m. Monday through Friday	Junior High schools
7:25 a.m. – 3:25 p.m. Monday through Friday	SPASH and Fernandez Learning Center
Hours determined by direct supervisor	Support Services Building

A regular full-time workweek is forty (40) hours. The regular workweek is five (5) consecutive days unless the direct supervisor/principal 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 the hours in a workweek, which may be scheduled or required by the District.

Reference:	*Board Policy 3700*	Fair Labor Standards Act (FSLA)
	Wisconsin Statute:	§104.01
	Code of Federal Regulations Fair Labor Standards Act	§553.23

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STEVENS POINT
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ADDITIONAL HOURS AND OVERTIME – APPROVAL AND ASSIGNMENT

The District pays overtime for non-exempt employees in accordance with federal wage and hour laws. All employees are classified as either exempt or non-exempt for purposes of overtime compensation. Teachers and administrative employees are exempt and therefore ineligible for overtime compensation. A non-exempt employee is not authorized to work beyond the normal work schedule without advance approval from the direct supervisor/principal unless there is an emergency.

Overtime is legally defined as all hours worked in excess of forty (40) hours in a week (Monday through Sunday) and is not measured by the day or by the employee's regular work schedule. An employee who must work beyond their normal schedule, but less than forty (40) hours, will be compensated at straight-time or equivalent time off in the same workweek. Time worked over forty (40) hours per week is paid at one and one-half (1.5) times the rate of regular pay. Time worked per week, for purposes of calculating overtime pay, does not include sick, vacation, holiday or personal leave time. The reason for the overtime must be indicated on the employee's timesheet.

- **Approval:** In order for an employee to work beyond their contract hours in any week, prior approval must be obtained from the direct supervisor/principal. Exceptional cases requiring overtime may be approved after the overtime is worked when all direct supervisor/principals are unavailable and such pre-approval may cause harm to students, staff, the community or District property.

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

Reference: *Board Policy 3700* Fair Labor Standards Act (FLSA)

Wisconsin Statutes: Chapter 103
§104.01

Code of Federal Regulations §553.23
Fair Labor Standards Act

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STEVENS POINT
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COMPENSATORY TIME OFF

The District pays overtime for non-exempt employees in accordance with federal wage and hour laws. All employees are classified as either exempt or non-exempt for purposes of overtime compensation. Only non-exempt employees (hourly employees) are entitled to overtime compensation.

In lieu of overtime or additional pay, a non-exempt employee may, at the employee's option, request to receive compensatory time off. Compensatory time off may be taken by mutual agreement between the direct supervisor/principal and the employee. Time worked will be granted at equal compensatory time for hours worked under forty (40) hours per week. One and one-half (1.5) hour of compensatory time will be granted for each one (1) hour of work above forty (40) hours worked per week. Time worked per week, for the purposes of calculating compensatory time does not include sick, vacation, holiday and/or personal leave time. The District's workweek is defined as Monday through Sunday.

The direct supervisor/principal and the employee must agree to overtime or compensatory time before the employee performs the work compensable as additional or overtime. If compensatory time is accrued at a rate equal to one (1.0) hour of work time, it must be taken within the pay period when it is earned. These approved extra hours would be recorded and submitted through True Time. If an employee accrues compensatory time at a rate equal to one and one-half (1.5) hours per one hour worked, then it will be stored in True Time and utilized throughout the school year upon the supervisor's/administrator's approval.

An employee may accumulate up to twenty-four (24) hours of compensatory time off at any given time. The District, in its sole discretion, may pay cash in lieu of accrued compensatory time off at any time. Any unused compensatory time off will be paid out on the last paycheck of the fiscal year (June) in which the time was earned.

The District may, at its discretion, deny a request to use compensatory time off if the employee's absence on the day(s) requested would cause an undue disruption to the District's operations (e.g., another employee of the department has already requested leave on that day; the District has a special event scheduled such as an open house or parent-teacher conferences; the District is unable to find a substitute employee and be left short-staffed, etc.)

If the District denies a request to use compensatory time off, it may either substitute the leave with cash compensation or notify the employee of a suitable time in which the employee may use earned compensatory time within a reasonable period of time of the original request (e.g., within two weeks of the request).

Reference: *Board Policy 3700* Fair Labor Standards Act (FLSA)

Code of Federal Regulations §553.23
Fair Labor Standards Act

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

LUNCH AND BREAKS

The District recognizes the importance for an employee to take a break from normal position duties. This may be accomplished through a thirty (30) minute, duty-free lunch break, and, whenever possible, fifteen (15) minute rest breaks.

Direct supervisors/principals will schedule lunches and/or breaks in order to properly plan the work of District employees and commensurate with the number of hours employees work during the work day.

Breaks cannot be used to make up lost time due to absences or tardiness nor can they be "saved" and used as vacation or as a reason to start late or leave early. If a break is not utilized, such break may not be taken during a subsequent work period.

Employee Group	**Break(s)**	**Lunch Period**
Management Staff	Exempt employee; no stipulation	Exempt employee; no stipulation
Teacher	Exempt employee; no stipulation	30 minute paid, duty free
Non-certified staff • 7 - 8 hours/day • 3.5 – 6.9 hours/day • < 3.5 hours/day	• 2, 15-minute paid • 1, 15-minute paid • Not provided	• 30 minute, unpaid, duty free • 30 minute, unpaid, duty free may be scheduled • 30 minute, unpaid, duty free may be scheduled

Reference: *Board Policy* 3700 Fair Labor Standards Act (FLSA)

Wisconsin Statute: §118.235

Wisconsin Labor Standards Laws

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STEVENS POINT
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EMERGENCY SCHOOL CLOSING

The Superintendent (or designee in the Superintendent's absence) shall determine if and when schools shall be closed. Notification of school closings will be given to employees, students, parents, and the community as soon as practical and depending on the circumstances involved. For each school cancellation, the Superintendent shall determine if E-Learning will be implemented.

School closings affecting after school and weekend activities will be made on a case by case basis, depending on the activity, people/organizations involved, and situation(s) causing school closings.

Buildings and Grounds employees are required to report to work in order to maintain the safety of sites and facilities for employees who do report to work. Extenuating circumstances that may prevent Buildings and Grounds employees from reporting to work need to be approved by the employee's supervisor.

EA's, Food Service and Transportation staff do not come to work and can work from home during the Emergency School Closing days in a school year or be absent from work and either utilize a paid personal day or utilize an unpaid day if paid personal days are exhausted. A "Task for Working from Home" list will be provided to EA's, Food Service and Transportation staff in the Emergency School Closing communications on the day of the Emergency School Closing.

Administrators, non-certified full year employees, school year clerical and all professional exempt employees may work remotely with supervisory approval.

Certified staff will work at home or at work using the District E-Learning program should the Superintendent determine the school cancellation day be utilized as an E-Learning day.

If the Superintendent determines that it is not an E-Learning day certified staff can work from home during the Emergency School Closing days in a school year or be absent from work and utilize a paid personal day or utilize an unpaid day if paid personal days are exhausted.

Should the District exceed the number of school closing days without E-Learning days built into the school year calendar, teachers and school year staff will be directed not to report to work as make-up days with students will be scheduled for another time.

Certified staff who had pre-scheduled approved FMLA time off or a medical leave of absence may not cancel the pre-scheduled approved FMLA time off or medical leave of absence in the event of an emergency closing.

During summer school, summer school staff should not report to work if there is an emergency closing. Employees who are paid hourly will not be compensated for time not worked.

Reference: *Board Policy* 8210 School Calendar
Board Policy 8220 School Day

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SCHOOL CALENDAR

The school calendar will be in accordance with state law. The Board of Education annually adopts the official school calendar upon recommendation by the Superintendent. The Superintendent will ensure that the District meets state requirements for instruction.

Employees will be required to meet the school day standards for instructional, in-service, and workdays as adopted by the School Board.

Parents, students, and community members will be informed of the school calendar and daily school hours. The school calendar and school hours will be publicized annually at least six (6) months prior to the opening of school in the fall.

Reference:	*Board Policy 8210*	School Calendar
	Board Policy 8220	School Day
	Wisconsin Statutes:	§115.01 (10)
		§120.12 (15)
		§121.02 (f) (1-2)
		PI 8.01 (f) (1-2) Wisconsin Administrative Code

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PAYROLL

Employees will be paid bi-weekly, every other Friday. Starting January 2012, the District will require the use of direct deposit of an employee's payroll compensation. An employee's net compensation (wages less deductions) is deposited into a checking or savings account as long as the financial institution is connected to the Automated Clearing House (ACH). The direct deposit option guarantees that the employee's compensation will arrive at the designated financial institution on payday and eliminates the possibility of a check being lost. Notification to payroll in the Human Resources Office is required if financial institutions are changed or a current account is closed.

Starting October 2013, the District will require employees to access their advice of deposit through Employee Access on the District website at https://skyfin.pointschools.net/scripts/wsisa.dll/WService=wsFin/skyportlogin.w. Payroll will no longer be printing and distributing these for employees.

An employee is able to amend the W-4 form at any time and should return an amended form directly to payroll in the Human Resources Office.

Unless an employee is working in an exempt position under the Fair Labor Standards Law (FSLA), all hours worked must be recorded and submitted to the payroll department through True Time each Monday. If additional hours are worked, the direct supervisor/principal must approve additional hours in advance.

Employees are required to enter regular scheduled work hours and any additional hours on True Time, which will automatically be forwarded to the direct supervisor/principal for approval upon timesheet submission.

The pay date schedule will be adjusted and communicated every 11 years due to calendar "creeps" and leap years.

Reference:	*Board Policy 3510*	Payroll Authorization
	Board Policy 3520	Payroll Deduction
	Board Policy 3700	Fair Labor Standards Act (FLSA)

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

DIRECT DEPOSIT

Effective January 1, 2012, all District employees shall participate in a direct deposit of the employee's payroll compensation. An employee's net compensation (wages less deductions) is deposited into a checking or savings account as long as the financial institution is connected to the Automated Clearing House (ACH). It is the employee's responsibility to notify payroll in the Human Resources Office if the financial institution is changed or the current account is closed.

Direct deposit statements will be available on the *Employee Access (ERMA)* on the District website. Non-exempt employees will receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received.

In addition, each employee shall have access to electronic records indicating the number of accumulated sick leave days, the number of remaining personal leave days and the number of vacation days remaining, if applicable.

Reference: *Board Policy 6108* Authorization to Make Electronic Fund Transfer
Board Policy 3520 Payroll Deductions

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LIABILITY INSURANCE

Our District has a **General Liability policy** which affords coverage for bodily injury, property damage, and personal and advertising injury to a third party for which the District is legally obligated to pay. This policy is extended to include employees as insureds for acts within the scope of their employment. The coverage is not impacted by an employee's union status. (For example, a student stands on a desk, falls to the floor, and breaks an arm. The parents file a lawsuit naming the District, the school, and the teacher for their child's injuries and claims lack of supervision. The District's General Liability policy would afford coverage for each party named in the lawsuit. The employee's personal assets would not be at risk.)

Our District has a **Professional Liability policy**, typically referred to as an Educators Legal Liability or School Leaders Errors and Omissions policy. This type of policy affords coverage for wrongful acts, which include actual or alleged errors; misstatements or misleading statements; or an act, omission, neglect, or breach of duty by an insured in the discharge of District-related duties. This coverage responds to financial loss of a third party as opposed to bodily injury, property damage, and personal, advertising injury. The definition of insured is also extended in this policy to all employees, including temporary or substitute employees, while acting within the course and scope of their employment while conducting District business. This policy is also not impacted by an employee's union status. (For example, a parent files a complaint with the Department of Education claiming the Individual Education Plan (I.E.P.) failed to educate their child. The complaint specifically names the teacher, the school, and the District. The District's Professional Liability policy would afford coverage for each party named in the lawsuit. The employee's personal assets would not be at risk.)

Our District has an **Umbrella policy** which provides coverage in excess of the General Liability and Professional Liability policy. The General Liability and Professional Liability policies typically provide a $1, $2, or $3 million limit of liability, and the Umbrella policy attaches to these limits to provide additional coverage. Sometimes the Professional Liability policy will not be attached to the Umbrella policy. It is recommended that the District's Umbrella policy is reviewed to confirm the Professional Liability policy is included in the schedule of underlying insurance.

Wisconsin State Statutes
In addition to the insurance coverages purchased by the District, Wisconsin State Statutes also provide protection for employees of governmental units. The protection includes limitations on tort and civil liability awards and an obligation of the governmental unit to provide employees with defense.

Reference:	*Board Policy 8710*	Insurance
	Wisconsin Statutes:	§893.80 §893.82 §895.46

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EMPLOYEE BENEFITS

Short-Term Disability

The Board shall provide voluntary short-term disability insurance to eligible employees at the employee's cost. The employee can select from various face amounts of coverage. The insurance carrier(s), program(s), and coverage options will be selected and determined by the Board. Eligibility for, and payment toward, coverage for individual employment groups are noted in our benefits materials (includes benefits handouts and information on the District website).

Long Term Disability

The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. Eligibility for, and payment toward, coverage for individual employment groups are noted in our benefits materials.

Life Insurance

The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. Eligibility for, and payment toward, coverage for individual employment groups are noted in our benefits materials.

Wisconsin Retirement System (WRS) Contributions

The Board shall comply with Wisconsin Statutes and Department of Employee Trust Funds in administering the Wisconsin Retirement System (WRS) eligibility and contributions.

Medical, Dental, and Vision Insurance

The Board shall provide medical, dental and vision insurance to eligible employees and for eligible retirees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. Eligibility for, and payment toward, coverage for individual employment groups and any Alternative Benefits (cash in lieu of medical coverage) are noted in our benefits materials.

Graduate Credit Reimbursement

The Board shall reimburse employees up to $1000 per fiscal year for successful completion of approved credits until the staff member accumulates more than 30 credits. Each reimbursable credit must be pre-approved by the employee's immediate supervisor and Director of Education (Elementary or Secondary) to be eligible for reimbursement.

Revised 10-28-13, 03-14-16, 08-15-17, 06-10-19, 06-2020, 05-06-21, 04-2023, 05-2023, 08-2024, 09-2025
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a. If the employee retires, leaves, or separates from the District (except if laid off) within 12 months of having earned such credits, then the employee shall repay the District 100% of such reimbursement the employee may have received during the immediate and previous 12-month period.
b. If the employee retires, leaves, or separates from the District (except if laid off) within 13-24 months of having earned credits, then the employee shall repay the District 50% of such reimbursement the employee may have received during the immediate and previous 13-24 month period.
c. If the employee retires, leaves, or separates from the District (except if laid off) prior to completion of the course(s) or submission of credits for the course(s), the employee shall not be eligible for nor receive reimbursement.

Special Education, ESL and Technology Education Credit Reimbursement Program

1. **Special Education**
   Employees who hold a bachelor's degree or are working towards a bachelor's degree in Special Education and have been employed at least one full year are eligible to participate in this program.

   Qualified staff receive reimbursement for half the cost of approved credits at the University of Wisconsin-Madison credit rate up to a maximum equivalent of 12 full credits, needed to obtain a Special Education add-on license or a Special Education teaching license. To qualify for reimbursement, the employee's immediate supervisor and Director of Education (Elementary or Secondary) must pre-approve courses.

2. **Technology Education**
   Employees who hold a bachelor's degree or are working towards a bachelor's degree in Technology Education and have been employed at least one full year are eligible to participate in this program.

   Qualified staff receive reimbursement for half the cost of approved credits at the University of Wisconsin-Madison credit rate, up to a maximum equivalent of 12 full credits toward a Technology Education teaching license. To qualify for reimbursement, the employee's immediate supervisor and Director of Education (Elementary or Secondary) must pre-approve courses.

   a. If the employee retires, leaves, or separates from the District (except if laid off) within 12 months of having earned such credits, then the employee shall repay the District 100% of such reimbursement the employee may have received during the immediate and previous 12 month period.

   b. If the employee retires, leaves, or separates from the District (except if laid off) within 13-24 months of having earned credits, then the employee shall repay the District 75% of such reimbursement the employee may have received during the immediate and previous 13-24 month period.

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c. If the employee retires, leaves, or separates from the District (except if laid off) within 25-36 months of having earned credits, then the employee shall repay the District 50% of such reimbursement the employee may have received during the previous 25-36 month period.

d. If the employee retires, leaves, or separates from the District (except if laid off) prior to completion of the course(s) or submission of credits for the course(s), employee shall not be eligible for nor receive reimbursement.

3. English as a Second Language

The District will reimburse teachers who have been employed at least one full year at half the cost of approved credits at the University of Wisconsin-Madison credit rate, up to a maximum equivalent of 12 full credits toward an ESL license.

As with other District educational reimbursement programs, employees who receive educational reimbursement and leave the District within 12-36 months will have to repay the District as follows:

a. If the employee retires, leaves, or separates from the District (except if laid off) within 12 months of having earned such credits, then the employee shall repay the District 100% of such reimbursement the employee may have received during the immediate and previous 12 month period.

b. If the employee retires, leaves, or separates from the District (except if laid off) within 13-24 months of having earned such credits, then the employee shall repay the District 75% of such reimbursement the employee may have received during the immediate and previous 13-24 month period.

c. If the employee retires, leaves, or separates from the District (except if laid off) within 25-36 months of having earned such credits, then the employee shall repay the District 50%.

Teacher Dual Credit Reimbursement Program

The district can apply for the Dual Enrollment Credential Grant to help with the cost of tuition expenses incurred for courses taken that meet the minimal qualifications necessary to teach dual enrollment courses for high school and college credit.

To be eligible, coursework is taken during a specific time period according to the grant.

Teachers cannot apply directly for the grant. Interested teachers must notify the Director of Secondary Education if interested in becoming dual certified.

Reference: *Board Policy 3425* Benefits

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

EMPLOYEE COMPENSATION

Base Wages[1]

The District will establish a standard beginning hourly wage/salary, and/or salary ranges by job classification, on an annual basis on or around July 1 for the upcoming school year. Following this determination, relevant information shall be posted on the District's website and will be available in the Human Resources Department (HR).

The District will negotiate with labor organizations representing District employees as required by law. The District will administer base wages for non- represented employees consistent with Board actions and HR procedures.

Non-Base Wages[2]
In accordance with Board actions and District Human Resources procedures, employees may be eligible for the following non-base wages:

1. Teacher mentor program
2. Teacher summer curriculum/instruction/professional development work
3. Summer school
4. Curricular and co-curricular stipends
5. Extra time and over time for non-exempt (hourly) employees as approved by the employee's direct supervisor/principal
6. Special events pay for food service
7. Hard-to-fill bonus amounts
8. Extra time for teachers subbing during a prep time
9. Other amounts later determined by the Board and HR procedures

Wages for New Hires into Existing Classifications
A new employee normally begins at the start of a salary or wage schedule (Step 1 or Cell 1) commensurate with the new employee's classification level. At the discretion of the District, a new employee's starting wage may be set at a different rate for any of the following reasons:

1. Differential for skills
2. Experience
3. Credentials
4. Hard-to-fill positions
5. Unusual circumstance

Revised 08-05-19, 06-2020, 10-2022, 11-022, 9-2023, 08-2024, 04-2025
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Performance-Based Increases

Employees whose base wage is on a salary schedule or wage schedule can qualify for a performance based increase.

1. A teacher qualifies for this increase by receiving a successful performance evaluation and by completing required Public School Works Training, Security Awareness training and Professional Development. Qualified teachers move one (1) step or cell on the salary schedule effective the first payday of the next school year.

2. Other employees qualify for this increase by receiving a successful performance evaluation and by completing required Public School Works Training and Security Awareness training. Qualified employees move one (1) step or cell of the wage schedule effective the first payday of the next school or fiscal year, whicheverwork year applies to the specific position.

3. Eligibility for a performance-based increase requires both District employment and the first day of work to begin prior to January 1 of the school/fiscal year. Otherwise, eligibility begins in the following school/fiscal year.

4. Professional Development hours for teachers are prorated based on the number of months worked in the school year and FTE. All hours must be completed and reported by March 30. (NOTE: For any salary increase, including union negotiated increases, completion of Public School Works Training, Security Awareness training and Professional Development hours is required).

Non-certified Staff

1. **Wages for New Positions** – Newly created positions require the drafting of a new job description to establish and describe duties and responsibilities, and an evaluation using a standard job evaluation method, to determine the appropriate classification and pay level.

2. **Promotion Increases** - An employee promoted from a lower classification on the wage schedule to a higher classification on the same schedule shall move to the step in the higher classification closest to the employee's current wage, but not less than the employee's current wage, plus one (1) step. An employee promoted (moving to a level with a higher entry wage rate) from one wage schedule to another wage schedule shall be placed on the step closest to their current step, but not less than the employee's current wage.

3. **Voluntary Demotion** – An employee voluntarily moving from a higher classification on the wage schedule to a lower classification on the same schedule, shall move to the step in the lower classification closest to, but not lower than, the employee's current wage. If the employee's wage exceeds the lower classification's range maximum, the employee's wage shall be adjusted to the lower classification range maximum. Placement for an employee voluntarily moving to a classification with a lower entry wage rate on another wage schedule will be evaluated on a case by case basis. Years of district experience and classification experience as well as internal comps will be analyzed to determine placement. If an employee has previously worked in the position, the employee may be placed in a step that the employee would have attained if they had remained in the position.

4. **Involuntary Demotion, Non-Performance Related** – An employee who is demoted a classification for non-performance reasons shall be placed on a step in the lower classification closest to, but not lower than, the wage the employee was receiving when the demotion occurred. If the employee's wage exceeds the lower classification's range maximum, the employee shall retain the employee's current wage and such employee shall not be eligible for further base accumulating increases until their wage is within the lower classification's range.

5. **Involuntary Demotion, Performance Related** – An employee who is demoted a classification for performance reasons shall move to the step in the lower classification closest to, but not higher than, the wage the employee was receiving when the demotion occurred. If the employee's wage at the time of the demotion exceeds the lower classification's range maximum, the employee's wage shall be adjusted to the lower classification's range maximum.

6. **Position Reclassification to a Higher Classification** – An employee in a position reclassified to a higher classification shall move to Step 1 of the higher classification. If the employee's wage is above the higher classification's Step 1, but below the classification's maximum, the employee shall move to the step closest to, but not lower than, the wage the employee was receiving prior to the reclassification. If the employee's wage exceeds the higher classification's maximum, the employee shall retain their current wage and shall not be eligible for further base-accumulating increases until their wage is within the higher classification's range.

7. **Position Reclassification to a Lower Classification** – An employee in a position reclassified to a lower classification shall move to the step in the lower classification closest to, but not lower than, the wage the employee was receiving when the reclassification occurred. If the employee's wage exceeds the lower classification's maximum, the employee shall retain their current wage and shall not be eligible for further base-accumulating increases until their wage is within the lower classification's range.

8. **Temporary Appointments** - An employee temporarily appointed to a position in a higher classification shall receive at least the minimum of the higher classification. If their current pay exceeds the minimum, or if HR determines, they shall be placed at a step that provides an increase over their current pay for the duration of the appointment.

9. **Call Time for Custodians and Maintenance Personnel** – Call time will be paid when an employee is called to return to work for hours other than their normal shift or regularly scheduled assignments, including, but not limited to, emergency repairs, building alarms, etc. Employees who qualify for call time shall be paid one (1) hour wages as call pay in addition to the pay for time worked. Night Custodians who are called in to work for the Day Custodian and Relief Custodians who are called in to work as relief for another position shall not qualify for call pay.

Staff on Teacher Salary Schedule

1. **Advanced Degrees – Masters** - Within thirty (30) working days from HR receiving a copy of the university transcript identifying the Master's Degree earned, the employee shall have $2,000 added to their current base salary and be placed on the Masters schedule at the cell reflecting the new amount, or the next higher cell if no cell matched.
    a. June 1 is the deadline for HR to receive copies of transcripts to apply the adjustment to the current school year contract. Copies of transcripts received after June 1 shall apply to the next school year's contract.

2. **Advanced Degrees - Doctorate** – Within thirty (30) working days from HR receiving a copy of the university transcript identifying the Doctoral Degree earned, the employee shall receive a one-time stipend of $5,000.

Teachers and School Counselors

1. **National Board Certification** – Within thirty (30) working days from HR receiving a copy of the National Board Certification earned while employed with the District, the teacher/school counselor shall receive a one-time stipend of $5,000.

[1]For the purpose of this document, Base Wage refers to a salary on a salary schedule, or an hourly wage on a wage schedule, or an employee's salary or wage rate paid exclusive of NonBase Wages or additional amounts.

[2]For the purpose of this document, Non-Base Wage refers to amounts not on a salary schedule, not on an hourly wage schedule, and not part of an individual employee's basic salary or wage rate. Non-Base Wages or additional amounts are amounts paid in excess of Base Wage.

Reference: *Board Policy 3510* Payroll Authorization

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

DISCIPLINE, DISCHARGE and NONRENEWAL

Discipline, discharge and non-renewal decisions are governed by Wisconsin Statutes, and Board Policies 3139, 3140, and 3141.

The district believes that a balance between fairness and the ability to manage personnel decisions is necessary. This balance serves the interests and rights of employees and the district.

The superintendent may discipline and/or recommend to the board the discharge of administrators and teachers using the good and sufficient reason standard. Good and sufficient reason is defined as those reasons which are not wholly frivolous and inconsequential.

For purposes of the non-renewal of contracts for teachers and administrators, the board's actions will comply with the applicable statutes; the board may non-renew individual contracts for good and sufficient reason.

The superintendent may discipline and/or discharge all other district staff. Such discipline and discharge may occur for any reason so long as the reason is not discriminatory or otherwise prohibited by law.

These standards for discipline, discharge, and non-renewal do not apply to changes in hours of work, layoff, and/or reduction-in-force decisions.

Discharge of any contracted employee shall be made as a recommendation by the superintendent to the board, and the board, by its action alone, may discharge an employee.

Discipline and Discharge Standards Summary

Action	Teachers and Administrators	All Other Staff
Discipline	Good and sufficient reason	Not discriminatory or otherwise prohibited by law
Discharge during contract or school year	Good and sufficient reason	Not discriminatory or otherwise prohibited by law
Non-renewal	Comply with applicable statutes Good and sufficient reason	N/A

Approved 02-13-12, 05-28-2013, 06-2020, 11-2021, 08-2024

Reference:	*Board Policy 3139*	Staff Discipline
	Board Policy 3140	Non-Renewal, Resignation and Termination
	Board Policy 3141	Required Reporting of Staff Conduct
	Wisconsin Statutes:	§118.22
		§118.30 (2)(cc)
		§118.24

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STEVENS POINT
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REDUCTION IN FORCE (RIF) NON-CERTIFIED STAFF

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

The District will provide at least thirty (30) calendar days notice of layoff. The layoff notice shall specify the effective date of layoff.

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

A. **Step One – Attrition**
Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing staff reductions.

B. **Step Two – Volunteers**
An employee who volunteers to be laid off will put the request in writing. Requests for volunteers will be sent to employees within each job category. The District will provide the volunteer(s) with a layoff notice. Volunteers will be laid off first.

C. **Step Three – Selection for Reduction/Layoff**
The District shall select the employees in the affected job category for layoff or reduction of hours. Job categories include custodians/maintenance, food service, clerical/support services, paraprofessionals and transportation.

1. The District shall utilize the following criteria in order of application for determining the employees for layoff
    a. <u>Educational Needs of the District</u> –
    Needs as identified and recommended by the Superintendent to the Board in accord with its constituted authority (e.g., student enrollment);
    b. <u>Performance of Employee Considered for Layoff</u> –
    Performance of the employee(s) under consideration as previously and currently evaluated;
    c. <u>Qualifications as Established by the Board</u> –
    Qualifications include, but are not limited to certification (if applicable), training, specific skills, etc.;
    d. <u>Qualifications of the Remaining Employees in Affected Job Category</u> –
    Qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by administration and recommended to and approved by the Board. Experiences shall include, but is not limited to, current and past assignment(s), updated and current credentials, and practical experience in the area of need; and

e. Length of Service of the Employee
    1. Length of Service – Length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
    2. Tie Breaker on Length of Service – In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
    3. Seniority List – The District will produce a seniority list for employee information.

D. Step Four – Re-employment

Employees who have been laid off may apply for positions for which they are qualified, and as those positions become available.

Employees who are laid off or reduced in hours shall not lose any benefits they have accrued if they are rehired within one year. Benefits are defined as length of service, sick leave, and vacation (if applicable) earned as an employee.

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STEVENS POINT
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REDUCTION IN FORCE (RIF) - CERTIFIED STAFF

In the event the District determines to reduce the number of certified positions (full non-renewal) or the number of hours in any position (partial non-renewal), the provisions set forth in this section shall apply.

The District will provide notice of non-renewal in accordance with timelines set forth in Wisconsin Statute §118.22. The non-renewal notice shall specify the effective date of the non-renewal and the right to a private conference.

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

A. **Step One – Attrition**
Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing staff reduction.

B. **Step Two – Volunteers**
An employee who volunteers to be laid off will put the request in writing. Requests for volunteers will be sent to employees within each job category. The District will provide the volunteer(s) with a layoff notice. Volunteers will be laid off first.

C. **Step Three – Selection for Reduction/Layoff**
The District shall select the employee in the affected grade level, department, and area of certification for non-renewal.
    1. Grade levels/department/area of certification for the purpose of this section shall be defined per the following.
        a. Elementary (K-6) – Teachers from all buildings in the aggregate will be considered;
        b. Junior and Senior High (7-12) – Teachers will be considered for non-renewal within the department and areas of certification in which the non-renewal is deemed necessary;
        c. Department – The term “department” shall mean the subject area in which the teacher taught during the current school year, e.g., English, math, social studies, etc. By enumeration, no restriction is placed on the number or types of departments. The number and type of department(s) is at the discretion of the District;
        d. Areas of Certification – The term “areas of certification” shall mean certification or credentials held by a teacher that is necessary to teach a certain subject(s) or course(s), either through the Wisconsin Department of Public Instruction (DPI) and/or through other agencies, organizations, etc., through which the District adopted curriculum, courses, and/or programs.

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Approved 02-13-12

2. The District shall utilize the following criteria in order of application for determining the employee for non-renewal:
    a. Educational Needs of the District – Needs as identified and recommended by the Superintendent to the Board in accord with its constituted authority (e.g., student enrollment);
    b. Performance of Employee Considered for Non-renewal – Performance of the employee(s) under consideration as previously and currently evaluated in the past two (2) summative evaluations;
    c. Qualifications as Established by the Board – Qualifications include, but are not limited to certification, credentials, training, specific skills, etc.;
    d. Qualifications of the Remaining Employees in the Grade Level, Department or Area of Certification – Qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by administration and recommended to and approved by the Board. Experiences shall include, but is not limited to, updated and current credentials, current and past assignment(s), and practical experience in the area of need;
    e. Length of Service of the Employee
        1. Length of Service – Length of service with the District commencing on the most recent date of hire;
        2. Tie Breaker on Length of Service – In the event two or more, employees start on the same date, the employee with earliest Board approval of employment will be considered more senior.
        3. Seniority List – The District will produce a seniority list for employee information.

D. Step Four – Re-employment

Teachers who have been laid off may apply for positions for which they are qualified, and as those positions become available.

Employees who are non-renewed and such non-renewal results in a reduction of hours shall not lose any benefits they have accrued if rehired within one year. Benefits are defined as length of service and sick leave earned as an employee.

Reference: *Board Policy 3140* Non-Renewal, Resignation and Termination

Wisconsin Statute: §118.22

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STEVENS POINT
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GRIEVANCE PROCEDURE

The District shall provide an orderly process for prompt and equitable resolution of grievances. The Board intends that, whenever reasonable, grievances are resolved at the lowest possible administrative level. Grievances may relate to discipline, termination and/or workplace safety. The grievance must specify the individual harm alleged.

Definitions

A. Grievant
A grievant is an employee whose own substantial interests related to termination, discipline, or workplace safety are adversely affected by a final administrative decision.

B. **Grievance**
A grievance is a formal written complaint by an employee that a final administrative decision related to termination, discipline, or workplace safety violated, misapplied, or misinterpreted a Board policy, administrative regulation or procedure; specified federal or State law or rule; or in the case of an employee with a written employment contract, the terms of such written employment contract.

C. **Days**
Days means calendar days.

D. **Impartial Hearing Officer**
The Board shall adopt, as the need arises, a resolution authorizing an Impartial Hearing Officer who will then be appointed by the Board to hold a grievance hearing and make a decision regarding the grievance. The Impartial Hearing Officer shall not be an officer, agent, or employee of the District at the time of appointment.

E. **Employee Discipline**
The term "employee discipline" shall be narrowly construed to mean a suspension without pay, or a demotion or reduction in rank, pay, or other benefits, imposed by the District for disciplinary reasons, but shall not include the following;

- termination, non-renewal of teacher contracts, non-renewal of administrator contracts, layoffs or workforce reduction activities;
- adverse employment actions other than a suspension without pay, or a demotion or reduction in rank, pay or other benefits, imposed upon the employee for disciplinary reasons;
- lateral transfers or reassignments;
- plans of performance improvement;

- performance appraisals;
- documentation of employee acts and/or omissions in an employment file;
- oral or written reprimands or warnings;
- administrative suspension, with or without pay, pending investigation of misconduct or nonperformance; and/or
- non-disciplinary wage, benefit, or salary adjustments, or reductions in assigned hours.

Employee Termination

The term "employee termination" shall be narrowly construed to mean a separation from employment initiated by the District, but shall not include the following;

- layoffs;
- reduction in workforce activities;
- voluntary termination including, without limitation, quitting and resignation;
- job abandonment;
- end of employment due to disability;
- retirement;
- death; and/or
- end of employment and/or completion of assignment of limited term, temporary, seasonal, substitute, or part-time employees.

F. **Workplace Safety**

The term "workplace safety" shall be narrowly construed to refer to

- an existing condition that substantially endangers an employee's health and safety; **OR**
- any workplace policy or procedure established by state or federal law or the Board to protect the safety and health of employees in the District and is alleged by an employee to have been violated and to have substantially adversely affected the employee's safety at a District workplace.

Informal Resolution Before a Grievance is Filed

Before a grievance is filed, the employee must first take the concern to the employee's direct supervisor/principal. If the situation isn't resolved by the direct supervisor/principal, then the next step is for the employee to take the issue to the next level supervisor/administrator.

If the issue concerns the next level supervisor/administrator, the employee may seek to resolve the concern with the Director of Human Resources.

Employee termination decisions and contract non-renewal decisions are not subject to the informal resolution process.

Filing a Grievance

If the informal resolution process does not resolve the concern, and the employee believes that the concern(s) rises to the level of a grievance, the employee may initiate a formal grievance. A grievance involving employee termination or discipline shall be filed no later than twenty-one (21) days after the employee receives notice of the discipline, termination, or non-renewal of a contract pursuant to Wis. Stat. §§ 118.22 or 118.24. A grievance involving workplace safety shall be filed no later than twenty one (21) days after the employee first attempts to resolve the workplace safety concerns through the informal resolution process.

Level One

A. The grievant may initiate a formal grievance by obtaining a grievance form from the immediate direct supervisor/principal or from the Human Resources Department, filling out the form, and providing a copy to the direct supervisor/principal and the Director of Human Resources. On the form, the grievant shall (1) identify the category of grievance; (2) describe the attempts to resolve the complaint informally; (3) identify the facts supporting the grievance; (4) specify the policy, rule, regulation, or law alleged to have been violated; and (5) describe the relief requested.

B. The Director of Human Resources (or designee) shall act on the grievance within seven (7) days of the filing of the grievance. If the Director of Human Resources (or designee) denies the grievance, the Human Resources Director or designee shall inform the grievant who shall have seven (7) days to appeal the denial to the Superintendent by filing a letter of appeal with the Superintendent. If the Superintendent (or designee) denies the grievance, the Superintendent (or designee) shall inform the grievant who shall have seven (7) days to appeal the denial to the School Board by filing a letter of appeal with the Board President through the Board Clerk.

Level Two

A. Within ten (10) days after receipt of an appeal from a grievant, the Board President shall appoint an Impartial Hearing Officer as authorized by resolution of the School Board.

B. The hearing shall be recorded and the grievant shall be given the opportunity to have the hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy, which may apply to the subject matter of the hearing, e.g., student confidentiality.

C. The Impartial Hearing Officer shall issue a written decision no more than thirty (30) days after the hearing is concluded, unless the Impartial Hearing Officer notifies the parties that more time is needed and the reasons therefore. The need for post-hearing briefs, as determined by the Impartial Hearing Officer, shall be sufficient reason to extend the deadline.

D. The Impartial Hearing Officer shall inform the parties that an appeal of the decision may be taken to the Board if filed within ten (10) days of the receipt of the decision of the Impartial Hearing Officer, after which the decision of the Impartial Hearing Officer shall become final.

Level Three

A. If either party is aggrieved by the decision rendered by the Impartial Hearing Officer, either party has the right to file a written appeal with the Board within ten (10) days of receiving the Impartial Hearing Officer's decision, after which the decision of the Impartial Hearing Officer shall become final.

B. Except for grievances involving an employee termination or teacher or administrator contract non-renewal under Wis. Stat. §§ 118.22 or 118.24, the Board may, at its sole discretion, assign an appeal panel of at least three members of the Board, for the purpose of considering appeals under the grievance procedure.

C. The Board or appeal panel shall make every reasonable effort to meet, consider and decide the appeal within sixty (60) days after receipt of the appeal.

D. The Board President shall give ten (10) days notice to the parties of an appeal hearing before the Board or appeal panel, if such a hearing is necessary.

E. The Board or appeal panel shall review the grievance on the record established by the Impartial Hearing Officer unless it determines that additional information is needed. Each party may make a brief oral presentation to the Board or appeal panel to summarize their position. The appeal hearing shall be recorded and shall be held in closed session, unless the parties are allowed to present additional information, in which case the grievant shall be given the opportunity to have the evidentiary portion of the appeal hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy, which may apply to the subject matter of the hearing, e.g. pupil confidentiality.

F. The Board or appeal panel may affirm, reverse, or modify the decision of the Impartial Hearing Officer.

G. Procedural errors, which do not have a substantial affect on the rights of the parties, shall not be grounds for reversal of any decision.

H. The decision of the Board or appeal panel shall be final. The Board or appeal panel shall make every effort to send to the grievant a written statement of its decision within a reasonable time after hearing the appeal.

Retaliation

No reprisals of any kind shall be taken by the Board or by an employee of the District against any party in interest or other employee on account of the employee filing a grievance or participating in a filed grievance.

Request for Reconsideration of School Board Decision

This policy establishes a procedure for employees to grieve certain termination, discipline, and/or workplace safety administrative decisions. The policy does not grant employees the right to appeal decisions of the Board itself, other than a termination or contract non-renewal decision by the Board. Nonetheless, an employee may file, in writing to the Board President through the Board Clerk, a request that the Board reconsider one of its own decisions. The request shall be filed within fifteen (15) days of the Board's decision and shall state the reasons why the Board should reconsider its decision. The Board may exercise its discretion whether to grant the requested reconsideration.

Reference: *Board Policy 3139* Staff Discipline

Wisconsin Statutes: §118.22
§118.24

Revised 06-2020
Approved 09-12-11

EMPLOYEE GRIEVANCE FORM

Employee Name: _____ Date: _____

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

Termination Discipline Workplace Safety

Are you an employee with a contract? Yes □ No □

Describe your attempts to resolve your complaint informally (if applicable).

_____
_____
_____

Identify the facts that support your grievance.

_____
_____
_____
_____
_____

Specify the policy(ies), rule(s), regulation(s), and/or law(s) that you believe has/have been violated.

_____
_____
_____

Describe the relief that you are requesting.

_____
_____
_____

If you require additional space, please attach additional sheets to this form.

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STEVENS POINT AREA PUBLIC SCHOOL DISTRICT

WEAPONS

The School Board prohibits staff members from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the District for the purpose of school activities approved and authorized by the District including, but not limited to, property leased, owned, or contracted for by the District, a school-sponsored event, or in a District vehicle without the permission of the Superintendent, to the extent permitted by law.

Concealed Carry Permit Holders

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

Definition of "Weapon"

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

Exceptions to this policy include:

A. Weapons under the control of law enforcement personnel while on duty, or qualified former law enforcement officers, off duty law enforcement officers, or out-of-state law enforcement officers;

B. Items approved by a Principal the Board as part of a class or individual presentation under adult supervision, including but not limited to hunters' education courses, if used for the purpose of and in the manner approved (working firearms, except those protected at all times by a cable or trigger lock, and live ammunition shall never be approved);

C. Theatrical props used in appropriate settings;

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D. Starter pistols used in appropriate sporting events; and

E. A knife lawfully used for food consumption or preparation, or a knife used for a lawful purpose within the scope of the person's employment.

The Superintendent may refer a staff member who violates this policy to law enforcement officials. The staff member may also be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy.

Any staff member who has reason to believe that a person has or will violate this policy shall report to the school Principal or their supervisor immediately. Failure to report such information may subject the staff member to disciplinary action, up to and including termination. The staff member may also confront the person if the staff member believes the risk of injury to self or others is minimal or if immediate action is necessary to prevent injury to any person.

School Board Policy 3217
120.13(1), Wis. Stats.
175.60, Wis. Stats.
939.22(10), Wis. Stats.
941.295, Wis. Stats.
943.13, Wis. Stats.
948.605, Wis. Stats.
948.61, Wis. Stats.
18 U.S.C. 921(a)(3)
18 U.S.C. 922
20 U.S.C. 7151

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