School District of Loyal

Teaching Staff Handbook

August 2026

Employee Acknowledgment

(To be signed and returned to the District Office of the Loyal School District)

I hereby acknowledge that it is my responsibility to access the *School District of Loyal Employee Handbook* online and to do so regularly to understand current rules, policies, and procedures. My signature below indicates that I recognize my obligation as an employee to read the *Handbook* and abide by the standards, policies and procedures defined or referenced in this document. It is also important that I review and account for the additional regulations, policies and laws that appear in the District Board Policies Manual.

The *Employee Handbook* and the Board Policies Manual can be located throughout the District in school libraries, and in various supervisors' offices. The *Employee Handbook* is also available on the District's website at *www.loyal.k12.wi.us* The information in this *Handbook* is subject to change at any time, with or without notice. I understand that changes in District policies may supersede, modify, terminate or invalidate the information summarized in this *Handbook*. As the District provides updated policy information, I also accept responsibility for reading and abiding by the changes that are made periodically. I understand that this *Handbook* does not constitute an employment contract. I understand that nothing in this *Handbook* is intended to confer a property interest continued employment.

I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, email address, mailing address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation; in this regard, I acknowledge that my supervisor is available for this purpose and therefore the District can expect me to know and follow all rules if I do not have questions concerning them. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or deductions from salary for breach of contract or unpaid debits. I further acknowledge that the District can make deductions from payroll for moneys owed to the District. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

_____ _____

Printed Name Signature

_____

Date

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

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Educational Mission Statement

Mission: *Ensure Each and Every Student Learns*

Vision:

The School District of Loyal, in partnership with families and community, will "***Ensure Each and Every Student Learns"*** by fostering a culture that

- **R**espects the diversity of our students and engages them as individual learners.
- **I**nstills students with academic, social, and emotional tools so they are equipped to tackle challenges and become productive members of society.
- **S**erves the needs of the whole person in a caring, inclusive community.
- **E**mpowers students with the knowledge, skills, and core values necessary to thrive in a changing global society.

Goals:

Academic Achievement:

- Each and every student will meet or exceed comprehensive learning standards to promote future success within our global society.

Social Emotional:

- *Each and every student will experience a caring, inclusive learning environment that* supports the development of the whole child with balanced attention to physical, social, emotional, and intellectual well-being.

Equity/Diversity:

- Each and every student, regardless of characteristics and identified needs, is presented with the challenge to reach high standards and receives the support to achieve such standards.

District Academic Calendar

School Calendar: The school calendar shall be determined by the Board. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc. shall be at the discretion of the Board.

PREAMBLE AND DEFINITIONS

1.01 About this *Handbook*

A. Employees Covered: This *Handbook* is provided as a reference document for the Loyal School District's employees.

B. Disclaimer: The contents of this *Handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. Further, the District reserves the right to interpret and determine the proper application of the contents of this *Handbook*. Employees should also take notice that this *Handbook* may be revised from Time to time, in the discretion of the Board, at any time during the school year.

The language which appears in this *Handbook* is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment. Notwithstanding any provisions of this *Handbook*, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this *Handbook* or individual contract.

In case of a direct conflict between this *Handbook*, rules, regulations or policies of the Board and any specific provisions of an individual written contract or collective bargaining agreement, the individual contract or collective bargaining agreement shall control. The Board retains the discretion, however, to interpret individual teacher contracts and how they are applied in light of this Handbook, as well as the discretion to determine whether a conflict between the contract and this Handbook, rules, regulations, or policies of the Board Exist.

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

1.02 Definitions

A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.

B. Casual Employees: Casual Employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.

C. Discipline: Discipline is defined as a suspension [unpaid or paid], or a written reprimand.

D. Regular Employees: Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.

1. Regular Full-time Employee: Regular full-time employees are defined as one who works 40 or more hours per week for the instructional school year, including any work scheduled immediately before and immediately after students are in attendance (a.k.a. the "teaching year").

2. Regular Part-time Employee: Regular part-time employees are defined as one who works a school year or more, but less than 30 hours per week for a school year or more per year.

3. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute, seasonal, or temporary employees as defined in this Section, as well as work performed by subcontracted personnel.

E. Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A summer school employee is defined as an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.

1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use other, seasonal personnel, in its discretion, to perform such work.

2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels. Employment during a seasonal or summer school session is a separate job for any regular instructional year employee. Hiring for seasonal/summer school session does not create an expectation of employment in any subsequent seasonal/summer school session.

F. Substitute Employees: Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's of absence.

G. Supervisor: The District will generally identify the individual employee's supervisor on the employee's job description, or will advise the employee.

H. Teacher: Teachers are defined as persons hired under a contract under § 118.22, Wis. Stats.

I. Full-Time Teachers: Full-time teachers are defined as persons hired under a contract pursuant to section 118.21, Wis. Stats. whose contract has an assignment of no less than one hundred percent (100%) or 1.0 FTE of full-time equivalency.

J. Temporary: Temporary Employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.

K. Termination: "Termination" is generally defined to involve an involuntary dismissal of an employee. Termination can be recommended and implemented for innumerable reasons, generally for some infraction under the rules or policies of the District, conduct that the District concludes warrants termination, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination shall be with prejudice to the employee unless specifically decided otherwise; accordingly, termination will result in the loss of any benefits earned through length of service, accrued benefits, or other benefits that are generally provided to employees who voluntarily separate from employment with the District. For the purposes of this document, "termination" shall not include voluntary retirement, voluntary resignation, or a nonrenewal of contract under § 118.22, Wis. Stats, § 118.24, Wis. Stats. or a non-reappointment of an extra-curricular assignment.

1.03 General Personnel Policies

This *Employee Handbook* is subservient to, and does not supersede the provisions of District policies. In the event of a conflict between District policies and this *Handbook*, District policies shall control.

SECTION 2. EMPLOYMENT LAW

2.01 Employment of Minors

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

2.02 Equal Opportunity

It is the policy of the District that no person may be illegally discriminated against in employment by reason of their age, race, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law.

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

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with District policy.

2.03 Equal Opportunity Complaints

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address alleged violations of District policy.

2.04 Fair Labor Standards Act

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees, as well as teachers and other education employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA]. For non-exempt employees, issues concerning overtime, compensatory time off, notification of rights under the FLSA and minimum wage should be directed to the District Administrator.

2.05 Family and Medical Leave Act

A. Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Handbook* as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: http://www.dol.gov/whd/fmla/finalrule/FMLAPoster.pdf. *See* 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1).

B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer generally will notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).

C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, *available at* http://www.dol.gov/whd/fmla/finalrule/WH381.pdf.

In addition, the District directs employee's attention to the following notice concerning employee rights and responsibilities under Wisconsin law, available at the following link: https://dwd.wisconsin.gov/eworkboard/fmla/#:text=Section%20103.10%2C%20Wisconsin%20Statutes%2C%20requires,post%20their%20particular%20leave%20policy.

E. Designation Notice. The District shall "inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act), available at* http://www.dol.gov/whd/forms/WH-382.pdf. *See* 29 C.F.R. § 825.300(d).

2.06 Immigration Law Compliance

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

2.07 Discrimination and Harassment

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Discrimination and harassment that alters conditions of employment, forms a basis for personnel decisions, interferes with an employee's work performance, or otherwise constitutes adverse action against the employee under law are prohibited.

Sexual harassment is unlawful and also prohibited. In addition, the District will not tolerate harassment of District employees in the workplace by non-employees (including but not limited to, volunteers, vendors, visitors, etc.)

Harassment can be the product of a single incident or a pattern of behavior that creates an intimidating, hostile or offensive working environment. A broad range of physical and verbal behavior can constitute harassment including, but not limited to the following:

A. Unwelcome sexual advances, comments or innuendos;
B. Physical or verbal abuse that is based on an employee's protected classifications;
C. Jokes, insults taunts, or slurs directed toward the protected groups set forth above;
D. Requesting or seeking sexual or intimate personal contact with a subordinate employee, or threatening to take adverse action if such initiatives are refused; and or
E. Making personnel decisions such as hiring, promotion, compensation, or other decisions affecting terms and conditions of employment based on any personal characteristic described above in section 2.02.

All employees are responsible for ensuring that discrimination and harassment based on the personal characteristics described above in section 2.02 do not take place. All employees are also responsible for reporting harassment and bullying as part of their responsibilities as employees.

Therefore, anyone who believes that he or she has been the subject of discrimination or harassment or has knowledge of violations of this policy is encouraged to report the matter in accordance with established complaint procedures. Employees may bring complaints to the attention of one of the Compliance Officers set forth in Board Policy. However the District wants to hear from any employee who feels they have been discriminated against in order to take prompt remedial action and encourages employees to report discrimination to any representative of management that they feel comfortable reporting to.

All reports or complaints regarding employee discrimination or harassment shall be taken seriously, treated fairly and promptly and thoroughly investigated. However, the District may summarily dismiss employee complaints discrimination or harassment if all of the facts alleged and determined through investigation, even if true, do not constitute harassment or bullying under this policy. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person for filing a complaint under this policy.

The District shall take appropriate and prompt remedial action to address harassment and bullying. Employees who engage in harassment or bullying shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of discrimination or harassment to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of discrimination or harassment, as described above, may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who engage in discrimination or harassment, fail to respond to discrimination or harassment complaints, or otherwise fail to take appropriate action with respect to discrimination or harassment will be subject to disciplinary action, up to and including dismissal.

SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 District Expectations

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

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

District employees are expected to understand that their continued employment is a function of innumerable factors, including performance, conduct, and professionalism. No list is or can be complete. Accordingly, District employees must also meet professional standards for performance and conduct reasonably expected of employees in their position, and generally, as determined by the District. Employees are required to meet expectations as they are defined by their supervisors.

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

3.02 Accident/Incident Reports

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

3.03 Attendance

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

Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for in the *Leaves* section of this handbook. The District will monitor attendance and absence patterns on RedRover. The District does not authorize employees to

take leave on an unpaid basis in their discretion and all leave, including unpaid leave, must be specifically authorized by the District.

Theft of time and/or improper modification of time worked records, or any misrepresentation, statement or conduct involving falsification of an employee's time worked, or assisting any other employee with falsifying an employee's time worked will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

3.04 Attendance at Your Child's School Events

Any staff member wishing to attend a school-sponsored activity during the school day involving their own child (such as a music concert) should request permission to attend from the building principal. An effort will be made to find a substitute, at no expense to the staff member, able to fill in while the staff member attends the event. Time away from the staff members normal duties will not exceed one hour and will not be allowed if no substitute can be found. In this event, the staff member would still have the option of using personal time. Please see the section in this handbook on personal leave for qualifications and restrictions. No more than 10% of staff in any one area may take advantage of this provision without administrative approval.

3.05 Child Abuse Reporting

A. Except as provided under Wisconsin Statute § 48.981, sub. (2m), any of the following persons who has reasonable cause to suspect that a child, has been abused or neglected or has reason to believe that a child, has been threatened with, is in imminent danger of, or is or has been subject to abuse or neglect, shall report as provided for below in section B: school nurse, social worker, professional counselor, school teacher, school administrator, school counselor, child care worker in a child care center, or residential care center for children and youth a child care provider, an alcohol or other drug abuse counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a dietitian, a speech-language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.

B. A person required to report shall immediately inform, by telephone or personally, the appropriate District administrative personnel and the county department or, ***in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police department*** of their report and/or the basis for their report. "Inform" under this subsection means that the employee must make certain that all information contributing to their report is conveyed to appropriate personnel immediately. Leaving a message is not sufficient to "inform" appropriate personnel under this subsection.

C. Employees who are not mandatory reporters as set forth in paragraph A, above, are nevertheless expected to report child neglect or abuse, if they have information to support such a report. Accordingly, any employee not covered by Chapter 48 of the Wisconsin Statutes, and who has reasonable cause to suspect that a child has been abused or neglected or who has reason to believe that a child has been threatened with, is in imminent danger of, or is or has been subject to abuse or neglect shall notify their immediate supervisor or other administrative personnel of such alleged abuse.

3.06 Communications

The District is committed to providing technology resources that allow employees to communicate effectively with all employees in the District. In the District's effort to maintain current technology practices, more responsibility and cooperation is required of employees to use the following core software programs and technology resources.

A. Electronic Communications:

1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.

2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege which may be revoked at any time.

3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum and District administration. External electronic storage devices are subject to monitoring if used with District resources.

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

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.

2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.

3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.

4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.

5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.

C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. The following definitions apply for purposes of this section on Electronic Communication with Students:

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

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

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

D. Limited Electronic Communication with Students: Authorized Personnel may communicate with students who are currently enrolled in the District through electronic media using ParentSquare, Bound, Game Changer, or SportsYou communication platforms, provided such communication complies with the following guidelines:

1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).

2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.

3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.

4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.

5. The employee shall not communicate with any student between the hours of 9:00 p.m. and 7:00 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.

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

7. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:

   a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
   b. confidentiality of student records.
   c. confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses.
   d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
   e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records.

F. Electronic Recording**:** Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.

G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:

1. Confidentiality of student records.
2. Confidentiality of other District records, including educator evaluations and private email addresses
3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
4. Prohibition against harming others by knowingly making false statements about a colleague or the District.

H. Personal Web Pages**:** Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. In this regard, employees may not post content or use District logos, lettering, or design schemes that would indicate to a reasonable reader that the page or content on the page has the imprimatur of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website. However, employees are reminded that they will likely be regarded as school employees and, as a result, comments that employees share may be viewed as supported by inside information or special personal knowledge. Therefore, employees must be on notice that they bear responsibility for creating (to reasonable people) the impression of school endorsement or that they are providing school or education record information as part of their online commentary.

I. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

3.07 Confidentiality

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy**.** The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

Employees must remember that public references to students, school incidents or events, or members of our staff, whether in writing (e.g. on social media) or through the spoken word can contribute to misunderstandings and/or misinformation for the public we serve.

3.08 Conflict of Interest

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated.

3.09 Contracts and Conflict of Interest

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

3.10 Copyright

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

3.11 Criminal Background Checks

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

A. Has been convicted of a misdemeanor or felony in this state or any other state or country; and

B. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any reason(s) other than layoff or reduction in force;

C. Has any pending criminal charges filed against him or her; or

D. Is the subject of any pending law enforcement investigation.

Employment may be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks, consistent with any requirements of the Wisconsin Fair Employment Act. Knowingly falsifying information shall be sufficient grounds for termination of employment.

3.12 Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record

All District employees shall notify his/her immediate supervisor or administrator as soon as possible, but no more than three calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

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

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

An arrest or indictment is not an automatic basis for an adverse employment action. However, if the offense conduct giving rise to the arrest or indictment is substantially related to the circumstances of the employee's job or if an independent investigation by the employer establishes that the conduct in question is not compatible with an employee's obligations to the District, and if the arrest or indictment relates to a pending criminal charge, the District may suspend or take other appropriate action against the employee. Arrests or indictments for which criminal charges were dismissed will not be the basis for adverse employment actions.

An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

A. the nature of the offense;
B. the date of the offense;
C. the relationship between the offense and the position to which the employee is assigned.

Nothing herein shall prohibit the District from placing an employee on administrative leave based upon an arrest, indictment or conviction.

3.13 District Property

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

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

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

A. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. Further, the District prohibits the use of any substance, lawful or unlawful, and, when lawful, not used as prescribed or directed to experience mood- or – mind-altering effects (for example, consuming excessive amounts of certain cold and flu medications to induce mood or mind alternation) on school premises or at school activities. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.

B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.

C. Drug-Free Awareness Program: The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and (if applicable) employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. 41 U.S.C. § 702(a) (1)

D. Reasonable Suspicion Testing**:** All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, while on duty, prior to or while attending any District function on or off District property, or at any other time when circumstances of the employee's off-duty behavior substantially relate to the circumstances of the employee's job. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A trained supervisor will make the observations and/or consider and account for witness reports concerning the employee's condition. Refusal to consent to testing where reasonable suspicion is established will result in disciplinary action, up to and including termination of employment.

E. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the "Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures."

F. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, nonrenewal, and/or referral to appropriate law enforcement officials for prosecution. Compliance with the District's policies and rules is mandatory and is a condition of employment.

G. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].

3.15 Employee Identification Badges

The District shall provide employees with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, coworkers, vendors and the public to know who employees are. They are an important part of providing a secure environment for our students. With the exception of foodservice workers, employees must wear their employee identification badges in a visible spot during their contracted work time, unless approved by an administrator for safety reasons. Foodservice staff must wear their identification badge when outside of the cafeteria area.

3.16 False Reports

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

3.17 Financial Controls and Oversight

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

3.18 Fraud and Financial Impropriety

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

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

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

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

3.19 Gambling

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

3.20 Gifts and Sale of Goods and Services

A. Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of school board officials or by an umbrella or affiliate organization of such statewide association of school board officials. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students. **Note:** Immediate family shall have the same definition as used in Section 11.01.

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the District Administrator for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats.. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to § 19.59, Wis. Stats. for information on conflicts of interest and for gifts and solicitations.

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

3.21 Honesty

Honesty is a core value in the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, pupil records, etc. Further, employees have a duty to provide truthful information and to make sure that the whole truth is provided when responding to questions or inquiries from supervisory or management personnel.

3.22 Investigations

A. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph "B". Employees failing to volunteer such information 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 disciplinary action up to and including termination.

B. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).

C. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee or for any other purpose deemed appropriate by the administration. The District reserves the right to use administrative leave for any employee where it is deemed appropriate, in its discretion, provided that all wages and benefits are paid to the same extent as during any period of employment. The district may place an employee on administrative leave and relieve an employee of duty at any time provided that the District continues to provide the employee with the same compensation as when the employee is working. The provision does not apply to circumstances where an employee can be relieved of work and their compensation withheld where the law permits or requires.

3.23 Licensure/Certification

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

3.24 Nepotism

A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.

B. Definition: For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with

a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.

C. Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the District Administrator be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District.

3.25 Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel

A. Allowances or Mileage Reimbursement**:** All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must undergo an annual driver's license record check. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, ditch witches, and Gator.

B. Notice of Traffic Violations**:** All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the District Administrator. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle.

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

D. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. *See* WIS. STAT. § 121.52(2).

E. Personal Transportation Utilized for School Use

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

2. Personal Vehicle Reimbursement
   Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District, in its discretion, provided the District's maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of five hundred dollars ($500.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.

3. All transportation will be done in accordance with Board policy.

3.26 Outside Employment

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The Board of Education expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment.

3.27 Personal Appearance/Staff Dress Code

Every employee's appearance should be consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene. Remember, to our students, parents and the public, employees represent the District.

The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.

The District will require custodians, maintenance, and food service personnel to wear those parts of a uniform provided by the school system. Appropriate safety gear shall also be worn at all times as deemed necessary. Any designated employees (e.g. custodial, cleaning, maintenance, transportation, food service et al), shall not wear open-toed or slip-on shoes during regular work hours.

3.28 Personal Property

A. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.

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

3.29 Personnel Files

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file, at least two times per calendar year, while in the presence of the administrator or his designee. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those files. The removal and presentation of an employee's personnel file will be done by the official personnel file custodian designated by the District. The employee's personnel file or any part thereto may not be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in § 103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such a copy. An employee also has the right to file a written rebuttal statement to any record in their personnel file, have that rebuttal attached to the disputed record, and present the rebuttal with the record when the record is properly shown or provided to other parties.

3.30 Personnel – Student Relations

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

3.31 Physical Examination

A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.

B. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent with the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

3.32 Political Activity

Nothing in this section shall be construed to restrict activity protected by the First Amendment to the U.S. Constitution or Wis. Stat. 111.70(2) concerning protected concerted activity by municipal employees for mutual aid or protection. However, this policy provides notice that the District is a "closed forum" to the greatest extent possible so that political activity does not interfere with the District's educational environment.

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

A. No school employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

B. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

C. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

3.33 Position Descriptions

Position descriptions are available for inspection for each District employee. At a minimum, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of the job description.

3.34 Severance from Employment

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

A. Termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];

B. voluntary resignation or quit;

C. retirement;

D. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];

E. failure to return to work following recall from layoff within fourteen (14) calendar days of receipt of notice to do so [only applicable to employees where layoff rights are expressly provided for in other sections of this *Handbook*];

F. failure to report to work by the date directed by the District;

G. the employee having been on layoff for twelve (12) consecutive months [only applicable to employees where layoff rights are expressly provided for in other sections of this *Handbook*];

H. failure to return to work the day following the expiration of an authorized leave of absence; and

I. job abandonment.

3.35 Solicitations

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

3.36 Student Handbook and Code of Conduct

The Student Handbook and Code of Conduct is available on the school website.

3.37 Teamwork

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

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

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

3.38 Wellness

A. Educational Environment: District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. The District encourages staff to use foods of a high nutritional value in fundraising activities and to create an educational environment that supports the promotion of healthy food and beverage choices for students. Using food as a learning or behavior incentive should be kept to a minimum. Incentives shall be healthy food choices. The withholding of a meal as punishment is prohibited.

B. Employee Wellness**:** The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees.

3.39 Employee (Whistleblower) Protection

A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.

B. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

C. Anti-Retaliation: The protection described below is only available to employees who comply with these requirements. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

3.40 Work Spaces, Including Desks, Lockers, etc.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked except as provided for under section 3.29, subsection B of this *Handbook*.

3.41 Work Made for Hire

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

3.42 Workplace Safety

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

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

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

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

1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.

2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.

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

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under the Part I, section 5 of this *Handbook* and District policy to address the workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. *See* WIS. STAT. § 101.055; Public Employee Safety and Health, *available at* http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf

D. Weapons Prohibition: Firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Licensed peace officers who are serving in their official capacities are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 119.25, 120.13(1), 941.235, 948.60, 948.605, 948.61.

E. Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

F. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:

1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).

2. The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).

3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).

4. The individual(s) filing the grievance must propose a specific remedy.

5. The issue and proposed remedy must be under the reasonable control of the District.

3.43 Misconduct in the Workplace

A. Expectations**:** Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees,

former employees, contractors, or visitors. An employee who exhibits threatening or violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.

B. Definitions as Used Under this Section:

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

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

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

D. Reporting Procedure**:** An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.

2. If the situation is not one of immediate danger, the employee shall report the incident, in writing, to the appropriate supervisor or his/her designee as soon as possible.

An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

E. Investigation and Findings: The District will investigate all complaints filed whenever they provide a reasonable basis for investigation and essential facts need to be determined, and may also investigate in other situations where no complaint was filed but the subject matter was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.

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

individual safety, to conduct an adequate investigation, or to comply with a request for public records or information)>). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

SECTION 4. MANAGEMENT RIGHTS

4.01 Delineation of Rights

Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of individual employment contracts required by State Statutes and/or the Constitution, the laws of the State of Wisconsin, and the laws of the United States. These rights include, but are not limited by enumeration to, the following rights:

A. To direct all operations of the school system;
B. To establish and require observance of reasonable work rules and schedules of work;
C. To hire, promote, transfer, schedule and assign employees in positions within the school system;
D. To suspend, discharge and take other disciplinary action against employees;
E. To relieve employees from their duties because of lack of work or any other legitimate reason;
F. To maintain efficiency of school system operations;
G. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
H. To introduce new or improved methods or facilities;
I. To select employees, establish quality standards and evaluate employee performance;
J. To determine the methods, means and personnel by which school system operations are to be conducted;
K. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
L. To determine the educational policies of the District;
M. To contract out for goods and services; and
N. To take any other action or refrain from such action of any kind reserved to the employer and not limited by law.

4.02 Sole Basis

This Handbook is not a contract and, accordingly, this section does not describe any rights of the employee(s). Accordingly, the employee(s) may not base any claim, complaint, or grievance on the contention that the District lacks authority to take certain action or that it executed its authority inappropriately under the Management Rights provision of this Handbook. This section is solely to describe the District's management rights in general terms and it not to be cited to support challenges to the District's authority, which is presented here in general, summary terms for the employees' convenience.

SECTION 5. GRIEVANCE PROCEDURE

POLICY:To provide a timely and orderly review of decisions concerning:
a) employee terminations; b) employee discipline; and c) workplace safety.

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

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

5.02 Definitions

Definition of "Employee":

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

2. For purposes of workplace safety under this grievance procedure, an employee shall be defined to include regular full-time, part-time, limited term, casual, and temporary employees. All other individuals employed by the District are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

Definition of "Discipline": "Employee discipline" shall be narrowly construed to mean a disciplinary warning, reprimand, suspension without pay, or a demotion or reduction in rank, pay, or other benefits, imposed by the employer for disciplinary reasons. Employee discipline does not include performance evaluations, performance improvement plans, workplace direction and counseling, non-renewal of teacher contracts under Wis. State. 118.22, non-renewal of administrator contracts under Wis. Stat. 118.24, layoff, failure to be recalled from layoff, furlough or reduction in workforce, administrative leave or suspension with pay, or any other employment action such as wage, benefit or salary adjustments, or change I n assignment, which are taken for a non-disciplinary reason.

Definition of "Termination": For purposes of this procedure, an "employee termination" shall be narrowly construed to mean a separation from employment directed by the employer, generally for disciplinary or performance reasons. Employee termination does not include layoff, furlough or reduction in workforce, administrator or teacher nonrenewal, job transfer or reassignment, non-disciplinary demotion, reduction in or elimination of position, resignation, voluntary quit, abandonment, end of employment due to disability, retirement, or death, and end of employment and/or completion of assignment or limited term, temporary, seasonal, substitute, or part-time employees, including co-curricular contracts, or any other separation from employment not covered by the definition of "termination" set forth above; such matters are not subject to the grievance procedure.

Definition of "Workplace Safety": "Workplace safety" under this section shall be narrowly construed to refer to (1) an existing condition that substantially endangers an employee's health and safety; or (2) any workplace policy or procedure established by state or federal law or the Board to protect the safety and health of employees in the District which is alleged by an employee to have been violated and where the alleged violation substantially adversely affected the employee's safety at a District workplace

5.03 General Provisions

Role and Appointment of "Impartial Hearing Officer" : For purposes of this procedure, the role of the "Impartial Hearing Officer" will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties' respective arguments. The Impartial Hearing Officer shall be appointed by the Board of Education, in consultation with the school attorney, based upon the nature of the matter in dispute. Any Hearing Officer so engaged shall not be a School District employee or entitled to any compensation apart from fees normally charged for services as a hearing officer. Compensation for the hearing officer shall be paid by the District.

5.04 Time Limits: Failure to submit or process a grievance by the employee within the time limits specified below, or agreed upon extensions, shall constitute waiver of the grievance and it will be considered resolved on the terms provided for in the District's last answer to the grievance. Failure of a District representative to meet the time limits specified below or a decision to affirm the decision made at the previous step of the grievance procedure by declining to issue a separate decision shall cause the grievance to move automatically to the next step in the procedure within seven (7) days of such failure or decision; in this event, the employee's time limit to appeal the District's decision issued by operation of the time limit at the previous step of the grievance procedure (i.e., the date that is the last day for the District representative to issue a decision at their step of the grievance procedure and denies the grievance by allowing the dime limit for his/her decision to lapse) begins on the day following the date and time limit expired and the District thereby denied the grievance. A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date. The time limits contained in this procedure are to be strictly observed and can only be extended upon the express written consent of the parties.

Days: The term "days" as used in this provision means calendar days, excluding holidays as defined in the Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday, or holiday as defined in the Handbook, the time limit is the next day which is not a Saturday, Sunday, or holiday.

Scheduling: Grievance meetings and hearings will typically be held during the employee's off-duty hours. Time spent in grievance meetings and hearings shall not be considered as compensable work time.

Representation: The employee shall have the right to representation during the grievance procedure at the employee's expense.

5.05 Procedure for Grievances Concerning Employee Terminations and Employee Discipline:

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

Step 1: An earnest effort shall be made to settle the matter informally between the aggrieved employee and the employee's immediate supervisor. If the grievance is not resolved informally, then it shall be reduced to writing by the employee who shall submit it to the employee's immediate supervisor within ten (10) days after the facts upon which the grievance is based first became known, or should have become known, to the employee.

The written grievance shall provide the following information:

1. The name and position of the grievant;
2. A detailed statement concerning the subject of the grievance;
3. The facts upon which the grievance is based;
4. The specific relief being sought;
5. The date and time which the incident or alleged violation took place;
6. The specific *Handbook* provision; or contract provision alleged to have been violated; and
7. The signature of the grievant and the date.

The employee shall present the grievance to their immediate supervisor. If the employee elects to grieve applicable, the employee shall perform the assigned task and grieve later.

The supervisor will reply in writing to the employee within ten (10) days after receipt of the written grievance.

Step 2: If the grievance is not settled in Step 1, and the employee wishes to appeal the decision of the supervisor, the employee shall submit the written grievance to the District Administrator or designee, within ten (10) days after receipt of the supervisor's written answer.

The District Administrator or designee will meet with the employee and the employee's immediate supervisor within ten (10) days after receipt of the written grievance. Within ten (10) days of this meeting, the District Administrator or designee will reply in writing to the employee's grievance.

If the employee's immediate supervisor is the District Administrator, the employee shall skip Step 2 and proceed directly to Step 3.

Step 3: If the employee wishes to appeal the decision of the District Administrator or designee, the employee shall submit a written request for a hearing before an Impartial Hearing Officer within ten (10) days after receipt of the District Administrator's or designee's decision. The employee's request shall be submitted to the District Administrator or designee. The Impartial Hearing Officer will be appointed by the Board of Education, in consultation with the school attorney.

If timely requested, the hearing will normally be scheduled within ten (10) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating the reasons for one of four decisions: 1) Sustaining the discipline/termination, 2) Modifying the discipline/termination, 3) Denying the discipline/termination, or 4) Recommending additional investigation prior to final determination.

The Impartial Hearing Officer shall issue the written decision to the employee and employer within ten (10) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

The Impartial Hearing Officer may elect to issue a written decision in lieu of conducting a hearing if the employee's written grievance fails to identify the specific *Handbook* provision, or contract provision alleged to have been violated.

Step 4: The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the Board of Education shall be final and binding upon the parties.

Procedures for Board Review: The Board of Education reserves the right to determine the appropriate procedure for review of the Impartial Hearing Officer's decision.

The Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal. The Board may, in its discretion, elect to tay any decision issued in proceedings below pending its review of any IHD decision or other disposition meriting Board review under this procedure.

5.06 Procedure for Grievances Concerning Employee Workplace Safety:

The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

Step 1: Any employee who personally identifies, or is given information about, a workplace safety issue or incident must notify his/her immediate supervisor of the issue or incident as soon as reasonably practicable. All workplace safety issues and incidents, no matter how insignificant the situation may appear to be, must be reported by an employee to their immediate supervisor within 24 hours after the incident or issue was raised in order to be addressed as part of the grievance procedure.

A written report of the incident or issue, outlining the events that transpired and proposed resolution, if any, shall be submitted to the Building Principal for review and consideration within seven (7) days of the incident or issue.

Step 2: After receipt of the written report, the Building Principal or designee will conduct additional investigation, as required, and normally issue a final report on its findings and conclusions within thirty (30) days of receipt of the written report. Copies of the report will be given to the persons who signed the written report as well as to the District Administrator or designee.

Step 3: If the grievance is not settled in Step 2, and the employee wishes to appeal the decision of the Building Principal, the employee shall submit the written grievance to the District Administrator or designee, along with a $50 filing fee, within ten (10) days after receipt of the Principal's written answer to request a hearing before an Impartial Hearing Officer. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within ten (10) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating one of three outcomes: 1) Sustaining the conclusions of the Building Principal, 2) Denying the conclusions of the Building Principal and ordering additional or alternative remedial measures, or 3) Recommending additional investigation prior to final determination.

The Impartial Hearing Officer shall issue the written decision to the employee and employer within ten (10) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

Step 4: The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within ten (10) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the Board of Education shall be final and binding upon the parties.

Level of Review: The Board of Education reserves the right to determine the appropriate procedure for review of the Impartial Hearing Officer's decision.

The Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearting Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

SECTION 6. PAY PERIODS

6.01 Annualized Payroll Cycle

A. School Year Employees:

1. Annualized Payroll: Employees scheduled to work the school year may voluntarily request to be paid on a twelve (12) month payroll cycle as set forth in subsection 2, below. Such request shall be made in writing and submitted to the business office by May 1 for the upcoming school year. For employees with an individual contract, such election may be provided at the same time as the issuance of the individual contract or letter of intent. All school year employees covered under this provision shall have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the District-approved format.

2. School Year Payroll: For employees who do not voluntarily request to be paid on a twelve (12) month payroll cycle, the payroll cycle shall be on a ten-(10-) month basis and shall be placed on a twenty (24) payroll cycle.

B. Calendar Year Employees: All employees scheduled to work the calendar year will be placed on the twenty-four (24) payroll cycle.

6.02 Payroll Dates

The payroll dates shall be the 10th and 25th of each month. If the 10th or 25th of the month fall on a weekend, the payroll date will be the preceding Friday. If a paid holiday falls on the 10th or 25th, payroll deposits shall be issued on the preceding day. The first pay date of the school year for school year employees will be September 10th or the first day of school, whichever is later.

6.03 Expenses

Employees required, or approved, by the District to attend conferences, seminars, and inservice training sessions shall not receive reimbursement for travel, meals, lodging, and registration unless prior approval has been received to exceed the amounts. The District reimbursement schedule is listed below. Employees will be reimbursed at the following rates, or actual cost, whichever is less.

Breakfast	$9.00	Lodging - $100.00 per night or as pre-approved by District Adm.
Lunch	$15.00	Registration - Actual cost of registration
Dinner	$22.00	

6.04 Direct Deposit Payment Method

All employees shall participate in a direct payroll deposit plan. Direct deposit changes may be made after giving thirty (30) calendar days notice in writing. Each non-exempt employee shall, with each electronic payroll deposit slip, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each exempt employee shall, with each electronic payroll deposit slip, receive information on the employee's salary received.

6.05 Definitions for Payroll Purposes Only

A. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.

B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.

C. Pay Period: The pay periods shall begin on the 1st and the 16th of each month and shall be comprised in the following fashion: 1st to the 15th is one pay period and 16th through the end of the month is the other pay period.

6.06 Salary Deferrals –Tax Sheltered Annuities (TSA)

A. The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle").

B. The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions in one or both of the following ways:

1. Pre-tax dollars (salary reduction, also known as "regular" TSA contributions) or

2. After tax dollars (also known as "Roth" TSA contributions).

C. Teachers will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District's plan document.

D. A vendor becomes a District-approved vendor by meeting the requirements set forth by the District which include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. The total number of vendors shall be limited to no more than 5. If at any time there are no active employees contributing to a particular vendor, that vendor shall be removed from the District-approved vendor list.

E. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program.

F. Effective July 1, 2011, or sooner if administratively feasible, if the vendor accepts electronic payments, the District will electronically transmit to the TSA vendor(s) the amount of the salary deferral elected by the employee if the vendor does not accept electronic payments, the District will make the payments by paper check. This new provision for transmitting to vendors will require the District to transmit the amount of salary deferral twice a month, if the vendor provides the District with an invoice twice per month. The salary deferral will be transmitted on or about the date the money is deducted from the employee's paycheck, provided that the District receives the appropriate invoice from the vendor. In unforeseen circumstances, transmittals will be made no later than fifteen (15) business days following the end of the month in which the amount would have been paid to the participant.

G. Employees may choose to defer either a percent of salary or a specific dollar amount up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50) additional deferral (414(v)(2)(B)(i)), and the "catch up" provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.

H. The salary reduction limits will be adjusted from time to time to conform to statutory limits.

I. Catch-Up Contributions

1. Documentation will only be required where the employee's total (and Age 50+) deferrals for the calendar year are in excess of the 402(g) limits.
2. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the Employee's TSA vendor within thirty (30) calendar days if requested by the District.
3. The District agrees to provide the employee, upon written request, with timely information available from the District's records, which is necessary to enable the employee to make catch-up deferrals.

J. General:

1. The employee shall be permitted to change the TSA amount or vendor three (3) times per calendar year, unless otherwise permitted by the Business Manager, provided he/she provides the District with at least ten (10) business days notice prior to the second payroll date of the month. Stopping contributions does not constitute a change. Upon initial enrollment for new employees, the employee shall certify in writing as requested by the District but no more than two times per year (e.g., due to a change in full-time equivalency, absence, other deferrals, etc.), that the percentage or dollar amount of salary reduction withheld from compensation complies with the limits applicable to 403(b) TSA plan deferrals and does not exceed the amount permitted under Section 403(b), 415 and 402(g) of the IRS Code except as provided for below.

2. In no event shall the employee's contribution exceed one hundred percent (100%) of the employee's compensation less payroll and other required deductions. Employee and employer contributions are 100% vested and non-forfeitable at all times.

3. No loans from the TSA plan are permitted.

4. Hardship withdrawals are permitted and IRS safe harbor standards with respect to estimating an immediate and heavy financial need [Treasury Section 401(k)-1(d)(3)(iii)(B) will be used]. Contact the vendor or plan administrator for further details if a hardship withdrawal is requested.

K. Salary Reduction Agreement:

1. Employees will be required to sign an agreement to authorize TSA deductions from salary. The current agreement is located in the business office. The District, without the consent of the employee, is authorized to modify the salary reduction agreement to comply with applicable legal requirements. The District will provide the employee with reasonable notice concerning any such modification.

2. The District will provide the employee with a dated and initialed copy of the authorized salary reduction agreement once the employer acknowledges receipt of the modified salary reduction agreement.

3. A change in a beneficiary designation shall take effect when the election is accepted by the Vendor.

4. The Employee acknowledges the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the Employee's salary reduction funds. The Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.

5. The salary reduction agreement is located in the business office.

L. Deferred Compensation: Employees may defer salary through the Wisconsin Deferred Compensation Plan (457). The plan limitations and salary deferral rights will be those permitted by the TSA unless the Deferred Compensation plan's rules are in conflict, in which case the Deferred Compensation rules shall apply.

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

7.01 Mileage Reimbursement

The District shall reimburse employees an amount equal to the federal rate per mile as of the previous July 1 to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in the ***business*** office.

SECTION 8. WORKER'S COMPENSATION

8.01 Worker's Compensation Coverage and Reporting Responsibilities

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the personnel office prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form which can be obtained from the District Secretary. The supervisor will report the injury if the employee is medically incapacitated and unable to report, and will ensure that the employee provides a report as soon as practicable if necessary.

8.02 Benefits While on Worker's Compensation

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

A. Up to day ninety (90) of Worker's Compensation Leave: The employee will be paid income equivalent to the net "take-home" income the employee would have earned had the employee not been injured. This income will be generated by combining worker's compensation insurance with any short-term disability insurance coverage applicable and prorated accumulated sick leave as necessary. This provision will apply up until the ninetieth (90th) consecutive day of leave or as long as the employee has accumulated sick leave available, whichever occurs first.

B. Day Ninety-One (91) and thereafter of Worker's Compensation Leave: The employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

SECTION 9. SICK LEAVE /Paid Time Off

9.01 Sick Leave and Long-term or Short-term Disability

In the event an employee becomes eligible for benefits under the District's short term or long term disability insurance program, the employee will no longer receive paid sick leave. The only exception is in 8.02, A when a prorated amount of sick leave may be combined with short term disability and Workman's Compensation pay.

9.02 Overused Sick Leave

If an employee were to leave the school system prior to the completion of his/her contract term or the school year for an individual teacher and had used all sick leave, a sum equal to the sick leave days not earned would be deducted from the remaining pay. Deductions will be based on one (1) day of paid sick leave earned per month of employment to a maximum of twelve (12) days per contract year. The District may make deductions from payroll to satisfy these obligations.

9.03 Reporting Procedure - Doctor's Certificate

If at all possible, each employee shall inform his/her supervisor 90 minutes before his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 9.02 above. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed.

Nothing in this section shall be interpreted to restrict the District's right to investigate use of sick leave by employees, and in this regard, require employees to answer questions, provide documentation, or take other reasonable steps to establish that leave has been used appropriately. Further nothing in this section or policy shall be interpreted as limiting the District's ability to discipline or discharge employees for misuse of sick leave (i.e., use not authorized by this Section), or for providing false or misleading information about sick leave.

9.04 Holidays during Sick Leave

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

9.05 Sick Leave Listing

At least once per year, each employee shall receive a report summarizing his/her sick leave usage, if applicable, during the previous employment year.

9.06 Paid Time Off (PTO)/Sick Leave (For Teaching Staff Only)

Each employee shall receive five days of PTO and seven days of Sick Leave each year of employment. In the case of an emergency (i.e., surgery, paternity leave, maternity leave, extended illness) with a doctors note after 3 days the employees banked sick time can be utilized. (approved 3/26/2025)

Requests to use PTO days must be submitted accordingly in RedRover and approved by the building principal. PTO requests may be denied if more than 10% of staff is out of the building on a specific day. In a given year, if an employee does not use all 12 days of PTO/Sick Leave the following options will be available:

1. Up to five days of PTO leave may be elected for "pay out" at $200 per day. Any remaining sick days will be placed in the employee's sick leave bank.
2. All remaining days up to 12 may be elected for placement in the employee's sick leave bank.
3. Employees must notify the District office as to their election for remaining PTO days by the end of the school year. A summary sheet outlining the balance of days used/available will be given to each employee at the middle and end of the school year.

Days of sick leave previously accumulated shall be considered banked days and can be accumulated to a maximum of 110 days. All "banked" sick days shall be available for use by each employee as outlined in the employee handbook. Any unused sick days over 110 days at the end of the year will be paid out at $40 per day.

9.07 Sick Leave Use (For Teachers Only)

A. Sick leave shall be paid for any absence from work due to the:

1. Personal illness, injury or serious health condition of the employee;

2. Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a handicapping condition as set forth in Wisconsin Administrative Code section PI 11.02(23) (Examples of a handicapping condition are: Cognitive disability, learning disability, autism, etc.)

3. Serious health conditions of a spouse or child under Wisconsin Family and Medical Leave provisions.

4. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.

B. Definitions: the following definitions apply under this section:

1. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 9.02, A (3), all definitions in this paragraph apply except for age eighteen (18).

2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse.

3. Spouse: means an employee's legal husband or wife.

4. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:

a. Inpatient care in a hospital, nursing home, or hospice.

b. Outpatient care that requires continuing treatment or supervision by a health care provider.

C. Sick Leave Increments: Sick leave may be allowed in increments of one-quarter hour.

Sick Bank days are available to use for up to three consecutive days without a note. After three days **there is a requirement to have verification that you were ill or you can use PTO days.** Employees may use Tele-Doc for doctor/medical notes.

PTO/Sick leave Guidelines:

1. Leave requests will not be granted on days designated in the district approved calendar as in-service, professional development, Parent/Teacher Conferences, Open House, or **during the first or last week of the school year** unless accompanied with documentation implying 'urgency' (i.e. urgent care, emergency room visit, etc.). Staff are to avoid these days for routinely 'scheduled' appointments or 'elective' procedures. One exception: staff can use four hours (work time only) PTO on district sponsored Professional Development days – one time only.
2. Leave may only be used for illness or disability of the employee or immediate family (limited to spouse, children and parents) including medical, vision and/or dental appointments. Obvious exceptions may be discussed with the building principal. (Speak to your principal for clarification if needed.)
3. A minimum of five days notice (school days) for PTO requests and non-emergency medical appointments is required. (approved 3/26/2025)
4. Administration will inform an employee if PTO/leave days are approved or denied within twenty-four hours after receiving the request (ex. A request may be denied if multiple staff, more than two per building, are asking for the same days creating a potential hardship for the district to find suitable replacements, etc.)
5. Only an employee's immediate supervisor (principal) may grant leave that falls outside of the aforementioned guidelines.

SECTION 10. JURY DUTY LEAVES

10.01 Jury Duty Leave

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

10.02 Employee Notice

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

10.03 Payment for Time Out on Jury Duty

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

SECTION 11. BEREAVEMENT LEAVE

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

In the event of death in an employee's immediate family, the employee shall be allowed per occurrence up to (5) days off work, with pay. Such days shall be deducted from the employee's sick leave, after the first three days. Immediate family includes the spouse, parents, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse.

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

Employees shall be granted (1) day with pay per occurrence to attend funerals of aunts, uncles, nieces, nephews, first cousins and other individuals residing in the employee's household. Such days shall be deducted from the employee's accumulated sick leave.

11.03 Additional Bereavement Leave

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

11.04 Part-time Employee

Part-time employees will receive bereavement leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works 2,080 hours per year.

11.05 Bereavement Leave Increments

Bereavement leave may be allowed in increments of one-half days.

11.06 Emergency Leave

Emergency leave up to (5) days per year at full pay will be at the discretion of the District Administrator. This leave is not cumulative, and periods of emergency leave for which compensation is received will be deducted from the employee's accumulated sick leave. An emergency is an unforeseen circumstance that necessitates the absence of a teacher.

SECTION 12. UNIFORMED SERVICES LEAVE

12.01 Uniformed Services Leave of Absence

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

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

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

12.02 Seniority/Length of Service during Uniformed Services Leave

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

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

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

12.03 Request for Uniformed Services Leave

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

SECTION 13. UNPAID LEAVES OF ABSENCE

13.01 Medical Leave

A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The request must be accompanied by a physician's statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.

B. Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.

2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.

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

C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined

by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

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

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.

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

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

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

13.02 Child Rearing Leave

A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least ***30*** days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the teacher is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion.

B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited as follows:

1. Child born or adopted during the summer vacation – the following two semesters.

2. Child born or adopted during the first semester – the balance of that semester plus the second semester.

3. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.

Shorter leave and/or an early return from the leave shall only be upon the mutual agreement of the teacher and the Board.

C. Benefits during the unpaid child rearing leave:

1. The child rearing leave is an unpaid leave.

2. During the unpaid child rearing leave, the teacher may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the first of the month, the teacher's insurance coverage shall be terminated.

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

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

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

13.03 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons

Unpaid leave must be approved in writing in advance of taking leave. The District provides a series of paid leave opportunities that are generally sufficient in most circumstances. Accordingly, employees are encouraged to utilize paid leave for time off and recognize that unpaid leave is for extraordinary circumstances or when the law provides for unpaid leave (e.g.) FMLA leave.)

In this regard, unless a leave is covered by state or federal law and, accordingly, other rules apply, unpaid leave is fully unpaid. The District reserves the right to deny requests for unpaid leave, in its discretion. The District may require an employee who takes unpaid leave to pay the costs of the leave, including health insurance premiums. In addition, an employee who has no paid leave available and requests unpaid will be required to pay the cost of their substitute.

A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least ***30*** days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year

B. Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.

2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.

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

C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration

of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

SECTION 14. BENEFITS APPLICABLE TO ALL EMPLOYEES

14.01 Cafeteria Plan/Flexible Spending Account

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

A. Payment of insurance premium amounts (IRC § 106);

B. Permitted medical expenses not covered by the insurance plan (IRC § 105) and

C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

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

14.02 Wisconsin Retirement System (WRS) Contributions

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

14.03 Defined Benefit or Defined Contribution Post-Employment Benefit

Notice: Any teacher who is 55 years old prior to the start of the school year is eligible to participate in the benefits provided below.

Teachers with 15 years of service in the district who voluntarily retire pursuant to this section, shall be eligible to remain in the group hospital/surgical insurance plan, and the Board will pay up to 87.5% of the cost of a single health insurance plan until the retiree becomes eligible for Medicare, at which time the Board's contribution shall cease.

Retirees who wish to maintain other insurance coverage shall, subject to the rules of the carrier, make the necessary payments to the Board for the desired coverage.

A teacher receiving benefits under this section, who, because of other employment re-establishes eligibility for unemployment compensation benefits, shall have the amount of the retirement payment to WRS reduced by the same amount of unemployment compensation benefits paid (as a secondary employer) by the Board.

A teacher receiving benefits under this section who becomes eligibility for unemployment compensation benefits by virtue of non-teacher employment with the district shall not have the benefit of this section reduced by any unemployment compensation benefits required or paid by the Board.

Survivorship Benefits:

Upon the death of a teacher receiving benefits under this section, his/her spouse shall be eligible for benefits during the period of eligibility of the retired teacher, had he/she survived.

14.04 Alternate-Benefit Plan [ABP] in Lieu of Health Insurance

Implementation of the Alternative Benefit Plan for eligible employees: Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees:

A. Employees who choose the ABP option will be required to sign up by August 1 and commit to this change to be effective the following September 1.

B. In order for this provision to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.

C. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an "open enrollment" opportunity to enroll in the group health insurance plan.

D. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the teacher's payroll check.

E. Beginning Eligibility Date for Alternative Benefit Plan Payments:

1. New Employees. Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. For employees not working the entire year, the ABP amount will be prorated.

2. Current Employees. Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception [such as an employee getting married, loss of spouse coverage, etc.], employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

14.05 COBRA Law Continuation of District Health Plan Participation

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District's health, dental and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.

A. **Qualifying Events**: An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District -sponsored coverage is lost due to the occurrence of any of the following qualifying events:

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

B. **Period of COBRA Continuation**: In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of

disability (*see* Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.

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

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

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

D. **Premium Cost & Payment**: The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.

E. **Termination of Coverage**: Employee continuation coverage may be terminated automatically if:

1. The employee fails to make a monthly premium payment to the District on time;
2. The employee obtains similar coverage through a different employer;
3. The employee becomes eligible for Medicare and convert to an individual policy;
4. The District terminates its health plan;
5. The employee's guaranteed continuation period expires.

The employee or a qualified beneficiary have the responsibility to inform the District of a divorce, legal separation, or a child losing dependent status under the group health plan within sixty (60) days of the qualifying event. The District will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage.

COBRA participants must also notify the District if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

F. **Disability Extension** - If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from his or her family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and his or her family's qualified beneficiaries may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11)-month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from his or her family is disabled and within the first eighteen (18) months of COBRA continuation coverage.

SECTION 15. WORK STOPPAGE

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

SECTION 16. DISCIPLINE, TERMINATION AND NONRENEWAL

16.01 Standard for Nonrenewal for Teachers

Full-time teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats. and is not covered by the grievance procedure under this *Handbook*. However, the District may, in its discretion, authorize access to the grievance procedure on a case-by-case basis, if an when appropriate under state law.

16.02 Representation

In the event any employee is called to a meeting with representatives of the District in circumstances that may lead to discipline or discharge, the employee has the right to inform the employer of his or her request for representation prior to the meeting. The right to representation does not extend to having legal counsel; further, the right to representation does not entail the right to be accompanied by a particular representative.

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

16.03 Disciplinary Materials

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

SECTION 17. PROFESSIONAL HOURS/WORKDAY

17.01 Normal Hours of Work

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats. Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period. The actual workday for each building shall be established by the Board. An effort will be made to provide all teachers some prep time each day. In most cases, the schedule for secondary teachers will consist of six classes and one prep period. In the event that a secondary teacher is assigned more than six classes to teach, extra duty pay may or may not be provided, and will be determined on a case-by-case basis depending on the unique circumstances of the situation. Extra consideration for overload pay will be given to those teaching more than six classes in the core subject areas of math, English, science and social studies.

17.02 Administratively Called Meetings

Staff Meetings: Teachers are required to attend all mandatory administratively called staff meetings. Administratively called meetings may begin before the normal workday begins or go later than the end of the normal workday. The number of staff meetings shall be established by the administration. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Other Administratively Called Meetings: The notification and duration provisions of section 2.02, subsection A above do not include nor shall they apply to meetings of individual educational plans teams, the preparation of individual education plans, parent-teacher conferences, department meetings or activities of similar nature, which are normally conducted at other times. Teachers are required to attend such events regardless of the date, time or duration of said meetings. Teachers who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

17.03 Attendance at Your Child's School Events

Any staff member wishing to attend a school-sponsored activity during the school day involving their own child (such as a music concert) should request permission to attend from the building principal. An effort will be made to find a substitute to fill in while the staff member attends the event at no expense to the staff member. Time away from the staff members normal duties will not exceed one hour and will not be allowed if no substitute can be found. In this event, the staff member would still have the option of using personal time. Please see the section in this handbook on personal leave for qualifications and restrictions. No more than 10% of staff in any one area may take advantage of this provision without administrative approval.

17.04 Attendance at School Events

Teachers are required to attend all mandatory administratively required school events. These events, though not limited by enumeration, may be an open house or other District or building events that occur after the normal workday. Teachers shall be given no less than thirty (30) calendar days notice of such events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the open house.

17.05 Flexible Scheduling during Workweek

An employee may request a change in his/her weekly work schedule. The request for a change in the employee's weekly work schedule shall be made at least one (1) week in advance of the proposed change, unless circumstances allow for a shorter notice period. The request shall be filed with the employee's immediate supervisor. The immediate supervisor shall have the authority to grant or deny the employee's request in his/her sole discretion. The scheduling of hours of work under the flexible work schedule is at the sole discretion of the immediate supervisor. All hours of work under a flexible work schedule agreement must be completed within one pay period as defined in this handbook. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime or flexible professional hours.

17.06 Emergency School Closures

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

17.07 School Calendar

The school calendar shall be determined by the Board. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board.

SECTION 18. PROFESSIONAL GROWTH

18.01 Requirement to Remain Current

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

SECTION 19. TEACHER SUPERVISION AND EVALUATION

19.01 General Provisions

Observations of the work performance of the staff will be conducted in accordance with School Board Policy. The Board and teachers view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members.

19.02 Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a certified building principal, assistant principal, district administrator, or assistant district administrator. The administrator may be a District employee or a non- District employee who is a certified administrator.

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

"The signatures do not indicate agreement or disagreement but merely certify that the observation and conference as noted were held and that the opportunity was available for attaching written clarification/objections at the time of signing."

The response must be initialed by the supervisor.

Employee Performance and the Evaluation Process: Evaluation is but one tool for measuring an employee's performance. Employees must recognize that evaluation does not determine overall performance. In addition, employees are expected to recognize that mathematical averaging of any evaluation can contribute to analytic assessment, but any one aspect of performance may be critical or even dispositive in specific cases. Finally, disagreement with an evaluation does not provide grounds for noncompliance with directives given or any failure to pursue objectives identified in good faith; an employee who disagrees with some or all of their evaluation has the opportunity to have their rebuttal attached to the evaluation.

SECTION 20. TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS

20.01 Teacher Assignments, Vacancies and Transfers

A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator of the District and/or his/her designee.

B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee. Insofar as possible, consideration shall be given these requests.

C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall normally be posted for a minimum of five (5) days. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Typical posting locations may include the district's website and/or the WECAN website.

D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.

E. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary, due to the District's inability to fill a vacancy or a new position according to the procedures set forth above may, at its discretion, transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator and/or his/her designee which will include the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline under the grievance section of this handbook.

20.02 Employee Resignations

A. The teacher's contract, which is part thereof, shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:

1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher should give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur. If the sixty (60) day notice is given, there shall be no liquidated damages liability.

2. It is agreed that liquidated damages are due to the District if the sixty (60) calendar day notice of resignation is not given as follows:

   a. One Thousand dollars ($1,000.00) if the employee's resignation is effective on or after June 15st, but before July 1st.

   b. Two thousand dollars ($2,000.00) if the employee's resignation is effective on or after July 1st, but before the start of the school year.

   c. Three Thousand dollars ($3,000.00) if the employee's resignation is effective on or after the start of the school year.

3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by June 15th, or whose resignation is tendered and effective after the end of the school year, but before July 1st.

4. The liquidated damages payment shall accompany the resignation letter. If the employees does not submit payment at the time of resignation, the District reserves the right to deduct some or all of the liquidated damages that are due and owing from the employee's final paycheck. In this regard, the employee remains responsible for any unpaid amount that remains after the District has made the payroll deductions authorized by this section.

B. The Board in its discretion may waive the liquidated damages for the following reasons:

1. Employment transfer of spouse;

2. Illness of employee;

3. Other reasons as determined by the Board of Education.

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

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

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

20.03 Teacher Absence and Substitutes

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to call the designated office staff member or substitute service. If possible, such notification should be made the evening prior to the time of absence, or before 6:00 a.m. This will help to provide time for obtaining a substitute teacher.

20.04 Extended Contracts

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

21.05 Job Sharing

Definition: Job sharing shall be defined as two (2) teachers sharing one (1) full-time position providing there are clear and well-defined benefits to students, the job sharers, and the School District of Loyal

Job Sharing Criteria:

1. Job sharing positions shall be available to teachers who have indicated to the District Administrator in writing no later than March 1st, the desire to share a position for the upcoming school year.
2. Job sharing assignments shall be limited to one position per school level/per year. The District does reserve the right to explore additional requests based on an annual review of all positions and the needs of current employees.
3. Job sharers shall submit a written description of job-sharing arrangements on a District provided form to the Building Principal for approval no later than April 1st.
4. The administration team along with the district instructional coach will evaluate the proposal based upon established criteria and forward a written recommendation to the District Administrator no later than May 1st.
5. The District will not be expected to hire the job share partner, but will hire the vacated position replacement.
6. The District reserves the right to determine the position and assignment for the job sharing position.
7. Renewal of the job share will follow the same timeline with a revised or modified Plan of Service and Administration recommendation for the upcoming year.
8. The District reserves the right to continue or discontinue the job share upon renewal.
9. In the event more than one Job Share Proposal is received per school level per school year, the District reserves the right to determine which position will be approved based on the above criteria. Additional requests may be considered (#2 above).
10. If one teacher in the job share agreement wishes to pursue a full- time employment opportunity, the other teacher may be offered the full time position or the district may post for another job share partner similar to the original arrangement.

Approval: Job sharing must be jointly approved by the District Administrator and the teachers who wish to participate.

Eligibility: In order to be eligible to participate in the job-sharing program, applicants must:

1. Agree to sign a one-year contract for the shared position.
2. Agree to return to full-time status, or to be non-renewed, at the option of the District, in the event the shared position is eliminated or if one of the participants in the shared job is unable to continue in the shared assignment.
3. Be certified to teach those subjects/grade levels involved in the shared job.

Assignment: Shared job holders shall be assigned specific job responsibilities at the time the job-sharing contract is signed. The list of job responsibilities shall be appended to the individual contract and shall minimally include, but not be limited to:

1. A description of the job to be shared and the percentage of full-time for which the contract is let, as well as the above provisions controlling salary, benefits, seniority, unemployment, etc.
2. Allocation of preparation time and planning responsibilities between the job sharers.
3. Grade reporting requirements (if different than normal).
4. Faculty meeting and parent conference responsibilities.
5. Extra-duty assignments and compensation.
6. Any other unusual or unique working conditions which may be applicable.

Insurance Benefits:

Job share positions of less than 50% are ineligible for district provided insurance. To be eligible for prorated district provided insurance benefits, part-time teachers must work 50% or more. (Refer to Teaching Staff Handbook, Section 24 (24.02) Health Insurance.

SECTION 21. REDUCTION IN FORCE, POSITIONS & HOURS

21.01 Reasons for Reduction in Force

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

21.02 Notice of Reduction

The District will provide full-time teachers with notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The preliminary notice to consider nonrenewal shall specify the effective date of the nonrenewal, the right to a private conference under § 118.22, Wis. Stats and will refer the employee to the Reduction in Force provision in this *Handbook*.

21.03 Selection for Reduction

The employer retains the right to lay off employees, in whole or in part, and to retain those employees who are best able to perform the available work, regardless of their previous length of employment. The needs of the Loyal School District shall be the prime consideration used in determining which employees shall be laid off. The administrative team reserves the right, in its discretion and judgment, to consider the criteria that are deemed relevant to the specific position and relative merit of the candidates under consideration. In this regard, the administrative team reserves the right to give weight to those factors deemed most important in the circumstances for the position.

The rehiring of employees that have been laid off shall be determined by the employer based on its need for the most qualified person to perform the available work. A teacher who is laid off and then rehired within six (6) months for the same position he/she left will not lose any pay or benefits because of the layoff. The determination of whether or not the new position is the "same position" as the old one will be made by the District Administrator.

21.04 Reduction in Hours Resulting in Nonrenewal

Employees who are non-renewed and such nonrenewal results in a reduction in hours shall not lose any benefits they have accrued. Benefits are defined as length of service and sick leave earned as an employee. Reduced in time employees shall be treated as part-time employees under this *Handbook*.

21.05 Insurance Benefits Following Nonrenewal

Please see Part I, Section 15, COBRA, subsection 15.11 for a full explanation of insurance continuation options.

21.06 Furloughs

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

A. Employees shall not receive their wages or salary but are permitted to apply accrued vacation or personal leave (thus receiving compensation).

B. Employees are prohibited from working.

C. Sick leave, personal leave, etc. shall continue to accrue as if the employees were working.

D. The District shall provide health insurance, dental insurance, etc. at the same level it would if the employees were working.

SECTION 22. PROFESSIONAL COMPENSATION

22.01 Salary Schedule- To Be Determined

22.02 Curriculum Planning Projects and Other Projects within the Scope of Employment

When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee's contract, the employee shall be paid at the rate one hour of current base pay per hour. The length of time and maximum number of hours for completion of the project shall be determined by the employee's immediate supervisor, in his/her sole discretion. The compensation above will be paid when the project has been completed and approved by the applicable administrator. Other projects within the employee's scope of employment that are approved by the District Administrator (or designee) shall be paid at the curriculum projects rate.

SECTION 23. INSURANCES

23.01 Dental Insurance

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's dental insurance. Full-time equivalency is defined as 1,520 hours. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Pro-ration of District Contributions: Am employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.

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

   a. Coverage under one family plan; or

   b. Two single plans.

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

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

2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of September 30.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 95% of the single premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than 86% of the family premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

23.02 Health Insurance

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] but less than {100%} is eligible to participate in the District's health insurance on a prorated basis. i.e. if an employee is at 60% FTE the district will pay 60% of a single/family health insurance policy and the employee is responsible for 40% of the premium. Full-time equivalency is defined as 1,520 hours. Employees whose assignments are for less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution. 2.

2. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the premium contributions and cash-in-lieu benefit for both spouses shall be no different than the premium contribution and cash-in-lieu benefits for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:

   a. Coverage under one family plan and one cash-in-lieu benefit or

   b. Two single plans

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

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of September 30.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 87.5% of the single premium of the health insurance plan. Employees shall be responsible for the remaining portion of the premium.
2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than 87.5% of the premium of the insurance plan. Employees shall be responsible for the remaining portion of the premium.

Note: Employees are responsible for all deductibles. However, the district has established an HRA to pay the final 75% of the deductible.

23.03 Liability Insurance

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

23.04 Life Insurance

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

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's life insurance. Full-time equivalency is defined as [insert number of hours]. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.

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

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her life insurance benefits shall terminate June 30th.

C. Premium Contributions: The District shall pay 100% for term life insurance equal to the next highest one thousand dollars ($1000) of each eligible employee's salary. The employee shall pay the remaining portion of the premium.

23.05 Long-term Disability

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

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's long-term disability insurance. Full-time equivalency is defined as [insert number of hours]. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.

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

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

2. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate June 30th.

C. Premium Contributions: The District shall pay 100% for long-term disability insurance. The benefits will be equal to 67 percent (67%) of the employee's monthly wages. Coverage shall begin after the 90th consecutive calendar day of disability and continue until the employee is eligible to return to work or eligible for Social Security Disability or age 65.

The insurer/plan administrator has the authority to interpret plan provisions, including, but not limited to, eligibility determinations. The District pays the full premium for the coverage provided under the applicable policy, but is not a guarantor of plan benefits.

23.06 Short-term Disability

The Board shall provide short-term disability insurance to eligible employees at their expense. The district pays none of the premium. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's short-term disability insurance. Full-time equivalency is defined as 1,520 hours. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

23.07 Wisconsin Retirement System (WRS) Contributions

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

23.08 Alternate Benefit Plan [ABP] in Lieu of Health Insurance

Implementation of the Alternative Benefit Plan for Eligible Employees.

A. Employees who choose the ABP option will be required to sign up by August 1 and commit to this change to be effective the following September 1.

B. In order for this proposal to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.

C. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an "open enrollment" opportunity to enroll in the group health insurance plan.

D. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.

E. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan in Section 15.01 between:

1. Participation in the District's health plan, with the premium payment specified in the applicable part of the *Handbook* covering such employees, or

2. A cash payment equal to the amount listed in the applicable part of the *Handbook* covering such employees.

F. Cash Compensation: The cash contribution dollar amount shall be equal to:

School Year	ABP Annual Amount
2026-27	**$5,000 – Full Time**
2026-27	**$2,500 – Part Time**

The amount of the additional cash contribution dollar amount shall be paid out in two payments -twice a year (December and June) to the employee.

G. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the teacher's payroll check.

H. Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.

1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee shall be permitted to change the TSA amount or vendor up to three (3) times per calendar year provided he/she provides the District with at least thirty (30) calendar days notice.

2. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.

Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations of law, will be added to the employee's paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.

I. Beginning Eligibility Date for Alternative Benefit Plan Payments:

1. New Employees. Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (January 1) However, the District will use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.

2. Current Employees. Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception (such as an employee getting married, loss of spouse coverage, etc.), employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

SECTION 24. POST-EMPLOYMENT BENEFITS

Health insurance eligible teachers with 15 years of service in the district who voluntarily retire pursuant to this section of the handbook and who will be at least 55 years of age prior to the start of the next school year, shall be eligible to remain in the group hospital/surgical insurance plan, and the Board will pay up 87.5% of the monthly premium of a single health plan until the retiree reaches Medicare eligibility, at which time the Board's contribution will cease. Teachers choosing not to participate in the district's health insurance plan will receive a stipend of 43.75% of the price of a single health insurance plan, (less taxes) until eligible for Medicare.

Funds equal to a one-year single health insurance premium will be made available to all eligible retirees to be used for Medicare supplemental or long-term care insurance.

A monetary incentive will be given to retirees who notify the district early of their retirement plans. They are as follows:

Notify by February 15 -- $500.00

Notify by March 15 - $250.00

Upon retirement, any eligible teacher will receive a stipend of $40 per day for any unused sick days.