Luxemburg-Casco School District

Employee Handbook 2026-2027

Non-Discrimination Statement & Complaint Procedure

The Luxemburg-Casco School District does not discriminate on the basis of race, color, religion, national origin, ancestry, creed, marital status, parental status, sex, pregnancy, or physical, mental, emotional, or learning disability or any basis protected by state or federal laws in any of its programs, activities, or employment. The following staff are designated to receive inquiries regarding the non-discrimination policies: Jane Mathes, Director of Special Education and Student Services, titleix@luxcasco.k12.wi.us 920-845-5549x 504 or Jo-Ellen Fairbanks, Superintendent, jfairbanks@luxcasco.k12.wi.us 920-845-2391 x 103

TITLE IX - NOTICE AND STATEMENT OF NONDISCRIMINATION

The Board of the Luxemburg-Casco School District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment.

Inquiries about Title IX or to report information about conduct that may constitute sex discrimination or to make a complaint of sex discrimination under Title IX, please contact the District's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights ("OCR"), or both.

The District's Title IX Coordinator is:

Jane Mathes
District of Special Education and Student Services
112 N. Main St.
Luxemburg, WI
titleix@luxcasco.k12.wi.us
(920)-845-5549 x 504

OCR's regional office in Chicago can be reached at:

Chicago Office
Office for Civil Rights
U.S. Department of Education
John C. Kluczynski Federal Building
230 S. Dearborn Street, 37th Floor
Chicago, IL 60604
Telephone: 312-730-1560
FAX: 312-730-1576; TDD: 800-877-8339
Email: OCR.Chicago@ed.gov

The Board's nondiscrimination policy and grievance procedures can be located at https://go.boarddocs.com/wi/luxc/Board.nsf/Private?open&login# Policy 2264 & 2266

Table of Contents

Pupil Non-Discrimination Statement & Complaint Procedure 2

Table of Contents 3-10

District Vision and Mission Statement 11

PART I – PROVISIONS APPLICABLE TO ALL STAFF 12

SECTION 1. PREAMBLE AND DEFINITIONS 13

1.01 About this Handbook 13

1.02 Definitions 13

1.03 General Personnel Policies 15

1.04 Acknowledgement of Employee Handbook 15

SECTION 2. EMPLOYMENT LAW 15

2.01 Employment of Minors 15

2.02 Equal Opportunity 15

2.03 Equal Opportunity Complaints 15

2.04 Fair Labor Standards Act and Wisconsin Administrative Code DWD 274.08 16

2.05 Family and Medical Leave 16

2.06 Immigration Law Compliance 17

2.07 Harassment and Bullying 17

2.08 Employee Anti-Harassment 18

SECTION 3. EMPLOYMENT PRACTICES AND EXPECTATIONS 19

3.01 District Expectations 19

3.02 Accident/Incident Reports 19

3.03 Attendance 19

3.04 Child Abuse Reporting 19

3.05 Communications 20

3.06 Confidentiality 20

3.07 Conflict of Interest 20

3.08 Contracts and Conflict of Interest 20

3.09 Copyright 21

3.10 Criminal Background Checks 21

3.11 School Safety and Security Plan 21

3.12 District Property 22

3.13 Drug-, Alcohol-, and Tobacco-Free Workplace 22
3.14 Employee Identification Badges 22
3.15 False Reports 22
3.16 Financial Controls and Oversight 22
3.17 Fraud and Financial Impropriety 23
3.18 Gambling 23
3.19 Gifts and Sale of Goods and Services 23
3.20 Honesty 24
3.21 Investigations 24
3.22 Licensure/Certification 24
3.23 Nepotism 24
3.24 Outside Employment 25
3.25 Personal Appearance/Staff Dress Code 25
3.26 Personal Property 25
3.27 Personnel Files 25
3.28 Personnel – Student Relations 26
3.29 Physical Examination 26
3.30 Political Activity 26
3.31 Position Descriptions 27
3.32 Severance from Employment 27
3.33 Solicitations 27
3.34 Employee (Whistleblower) Protection 28
3.35 Work Spaces, Including Desks, Lockers, etc. 28
3.36 Work Made for Hire 28
3.37 Workplace Safety 28
3.38 Violence in the Workplace 29
3.39 Legal Custodian of Records 31
3.40 Staff Use of Force to Maintain Student Discipline 31
3.41 Residency 32
3.42 Video/Audio/ Electronic Monitoring Surveillance Notification 32
3.43 Employee Self-Reporting Requirement 32
3.44 Staff Email Signatures 33

SECTION 4. MANAGEMENT RIGHTS 33
4.01 Delineation of Rights 33
SECTION 5. GRIEVANCE PROCEDURE 34
5.01 Purpose 34
5.02 Definitions 34
SECTION 6. PAY PERIODS 35
6.01 Annualized Payroll Cycle 35
6.02 Payroll Dates 35
6.03 Direct Deposit Payment Method 35
6.04 Definitions for Payroll Purposes Only 35
6.05 Salary Deferrals –Tax Sheltered Annuities (TSA) 35
SECTION 7. COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES 37
7.01 Mileage Reimbursement 37
SECTION 8. WORKER'S COMPENSATION 37
8.01 Worker's Compensation Coverage and Reporting Responsibilities 37
8.02 Benefits While on Worker's Compensation 38
8.03 Injuries Not Covered by Worker's Compensation 38
SECTION 9. Paid Time Off (PTO) 38
9.01 PTO Leave Earned and Uses 38
9.02 PTO and Long-term or Short-term Disability 38
9.03 Overused Sick Leave 39
9.04 Reporting Procedure – Doctor's Certificate 39
9.05 Holidays during PTO Leave 39
9.06 Holidays during Sick Leave 40
SECTION 10. JURY DUTY and OTHER LEAVES 40
10.01 Board Policy 3431 (Employee Leaves) 40
SECTION 11. PERSONAL DAY 40
11.01 Personal Days Provided 40
11.02 Reasons for Personal Leave 40
11.03 Personal Leave Day Restrictions 40
SECTION 12. UNPAID LEAVES OF ABSENCE 41
12.01 Medical Leave 41

12.02 Child Rearing Leave 41
12.03 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons 41
12.04 Reimbursement of Health Insurance Premium during Unpaid Leave 43
SECTION 13. BENEFITS APPLICABLE TO ALL EMPLOYEES 43
13.01 Cafeteria Plan/Flexible Spending Account 43
13.02 Dental Insurance 43
13.03 Health Insurance 44
13.04 Health Risk Assessment and Health Survey Assessment 44
13.05 Liability Insurance 44
13.06 Life Insurance 44
13.07 Long-Term Disability 44
13.08 Short-Term Disability 44
13.09 Retirement Contributions 44
13.10 COBRA Law Continuation of District Health Plan Participation 45
SECTION 14. WORK STOPPAGE 45
SECTION 15. CONFORMITY TO LAW 45
PART II - STAFF WITH INDIVIDUAL CONTRACTS UNDER SECTION 118.21, WIS. STATS. AND PROFESSIONAL/EXEMPT NON-SUPERVISORY EMPLOYEES 46
SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL 47
1.01 Standard for Nonrenewal for Teachers 47
1.02 Standard for Discipline and Termination 47
1.03 Representation 47
1.04 Disciplinary Materials 47
1.05 Termination of Employment 47
SECTION 2. PROFESSIONAL HOURS/WORKDAY 47
2.01 Normal Hours of Work 44
2.02 Administratively-Called Meetings 48
2.03 Attendance at School Events 48
2.04 Consultation with Parents 48
2.05 Professional Hours 48
2.06 Flexible Scheduling during Workweek 49
2.07 Emergency School Closures 49
2.08 School Calendar 49

2.09 In-Service and Other Training 49
SECTION 3. PROFESSIONAL GROWTH 49
3.01 Requirement to Remain Current 49
SECTION 4. TEACHER SUPERVISION AND EVALUATION 49
4.01 General Provisions 49
4.02 Evaluators 50
4.03 Evaluation Process – Conditions for All Employees 50
SECTION 5. TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS ... 51
5.01 Teacher Assignments, Vacancies and Transfers 51
5.02 Employee Resignations 51
5.03 Teacher Absence and Substitutes 51
5.04 Summer School Assignments 52
5.05 Extended Contracts 52
5.06 Job Sharing **52**
5.07 Staff In-Service Presentations and Committees - In District 53
SECTION 6. REDUCTION IN FORCE, POSITIONS & HOURS 53
6.01 Reasons for Reduction in Force 53
6.02 Notice of Reduction 53
6.03 Selection for Reduction – Steps 53
6.04 Reduction in Hours Resulting in Nonrenewal 54
6.05 Insurance Benefits Following Nonrenewal 54
SECTION 7. PROFESSIONAL COMPENSATION 54
7.01 Salary Schedule 54
7.02 Initial Salary Schedule Placement 54
7.03 Salary Step Movement after First Year of Employment 54
7.04 Educational Lane Adjustments 54
7.05 Curriculum Planning Projects and Other Projects within the Scope of Employment 55
SECTION 8. INSURANCES 55
8.01 Dental Insurance 55
8.02 Health Insurance 56
8.03 Liability Insurance 57
8.04 Life Insurance 57

8.05 Long-term Disability 58
8.06 Short-term Disability 58
8.07 Wisconsin Retirement System (WRS) Contributions 58
SECTION 9. POST-EMPLOYMENT BENEFITS 59
SECTION 10. LEAVE BENEFITS 59
10.01 Paid Time Off (PTO) 59
10.02 Personal Leave 59
PART III – NON-EXEMPT STAFF WITHOUT INDIVIDUAL CONTRACTS UNDER SECTIONS 118.21, WIS. STATS., OR 118.24, WIS. STATS. 60
SECTION 1. DISCIPLINE AND DISCHARGE 61
1.01 Standard for Discipline and Termination 61
1.02 Representation 61
1.03 Disciplinary Materials 61
SECTION 2. HOURS OF WORK AND WORK SCHEDULE 61
2.01 Letter of Appointment 61
2.02 Regular Workday and Starting and Ending Times 61
2.03 Regular Workweek 61
2.04 Part-time Employees 62
2.05 Additional Hours and Overtime - Approval and Assignment 62
2.06 Compensatory Time Off 62
2.07 Lunch Period 62
2.08 Breaks 63
2.09 Time Cards or other Form of Electronic Tracking of Hours Worked 63
2.10 Emergency/Inclement Weather School Closings or Delays 63
2.11 Emergency School Closing/Delay Employee Options if the Day/Time is Not Made Up 63
2.12 Attendance at Meetings 63
SECTION 3. ASSIGNMENTS, VACANCIES AND TRANSFERS 63
3.01 Determination of Assignment 63
3.02 Job Posting 64
3.03 District Ability to Select the Most Qualified Applicant 64
3.04 District Ability to Determine Job Description 64
3.05 Involuntary Transfers 64
SECTION 4. PAID VACATION 64

4.01 Notice 64
4.02 Calendar Year (two hundred and sixty (260) scheduled work days) Full-Time 64
4.03 Scheduling of Vacation 64
4.04 Vacation Accumulation 65
4.05 Payment upon Termination/Transfer to a Position Not Eligible for Vacation 65
4.06 Holidays during Vacation 65
SECTION 5. HOLIDAYS 65
5.01 Holidays Defined 65
5.02 Holidays Falling on Weekends 66
5.03 Holidays during Vacation 66
SECTION 6. LEAVE BENEFITS 66
6.01 Paid Time Off (PTO) 66
6.02 Personal Day 66
SECTION 7. WAGE COMPENSATION AND EXPENSES 66
7.01 Uniforms, Protective Clothing and Tools 66
7.02 Expenses 67
7.03 Substitutes for Teachers 67
SECTION 8. JOB RELATED TRAINING AND LICENSURE 67
8.01 In-Service Training 67
8.02 Job-Related Education and Training 67
8.03 License Renewal Reimbursement for Special Education Assistants 68
SECTION 9. EMPLOYEE EVALUATIONS 68
9.01 Evaluation 68
9.02 Procedures and Instruments 68
9.03 Frequency 68
9.04 Receipt of Evaluation 68
9.05 Comments, Disputes 68
9.06 Evaluators 68
SECTION 10. RESIGNATION FROM EMPLOYMENT 68
10.01 Notice of Termination of Employment 68
SECTION 11. INSURANCES 69
11.01 Dental Insurance 69

11.02 Health Insurance 69
11.03 Liability Insurance 70
11.04 Life Insurance 70
11.05 Long-Term Disability 71
11.06 Short-Term Disability 71
11.07 Wisconsin Retirement System (WRS) Contributions 72
12.00 Post-Employment Benefit 72

APPENDICES .....

Appendix A – School Injury Report

Appendix B – Direct Deposit Form

Appendix C – District Committee, Training, and Curriculum Pay Breakdown

Appendix D – Certified Staff Salary Schedule

Addendum Concerning Pandemic Workplace Protocols

MISSION STATEMENT

We inspire minds, challenge students, and promote excellence. We are Spartans.

VISION STATEMENT

Preparing our students to thrive in a global community by ensuring excellence in intellect and virtue. We are Spartans.

VALUES

Rapport / Relationships

We will ensure all students know we believe in their ability to succeed.
We will strive to make personal connections with our students.
We will model behaviors we desire to see in our students.
We will communicate, collaborate and celebrate with students, staff, parents and the community.

Teaching / Learning

We will model behaviors we desire to see in our students.
We will make learning relevant and engaging.
We will coach students to become real-world problem solvers.
We will challenge our students with rigorous experiences.

Positive Environment

We will model behaviors we desire to see in our students.
We will encourage students to be positive contributors to their communities.
We will adapt the learning environment to meet the needs of all students.
We will maintain a safe learning environment for all students.

Luxemburg-Casco School District

Employee Handbook

Part I

Provisions Applicable to All Staff

SECTION 1. PREAMBLE AND DEFINITIONS

1.01 About this Handbook

A. Employees Covered: This *Handbook* is provided as a reference document for the ***LUXEMBURG-CASCO SCHOOL DISTRICT's*** (hereinafter referred to as "District") employees.

B. Disclaimer: The contents of this *Handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. 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 guarantee 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 contract or collective bargaining agreement, the individual contract or collective bargaining agreement shall control.

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* should not be considered all-inclusive. Copies of Board Policies and Administrative Guidelines are available in each administrative office to all personnel and are on the ***district*** website. 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 ***Luxemburg-Casco*** School Board.

1.02 Definitions

A. Administrative Employees: "Administrative Employees" are defined as persons who are required to have a contract under section 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. In addition, an employee who is involuntarily transferred or demoted due to poor performance and suffers a loss of wages, hours or other fringe benefit as a result of such transfer or demotion may also contest the transfer or demotion as discipline.

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 ***30 or*** **more hours per week** for a school year or more per 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 or temporary employees as defined in this Section.

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 outside providers to perform such work.

2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.

F. Substitute Employees: "Substitute Employees" are defined as non-exempt staff without individual contracts under section 118.21 or section 118.24, Wis. Stats., hired to replace a regular employee during the regular employee's leave of absence.

G. Short Term Substitute: "Short term substitute" means a substitute employee employed pursuant to a contract under sections 118.21 or 118.24, Wis., Stats., for no more than 45 consecutive days in the same teaching assignment.

H. Long Term Substitute: "Long term substitute" means a substitute employee employed pursuant to a contract under sections 118.21 or 118.24, Wis. Stats., for more than 45 consecutive days in the same teaching assignment.

I. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.

J. Teachers: "Teachers" are defined as persons hired under a contract pursuant to section 118.21, Wis. Stats.

K. Temporary Employees: "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.

L. Termination: "Termination" is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include, for instance, voluntary retirement, voluntary resignation, nonrenewal of a contract under section 118.22, Wis. Stats. or section 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.

M. 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. Grievances filed concerning workplace safety must refer to a

recognized local, state, or federal safety standard. 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.

1.03 General Personnel Policies

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

1.04 Acknowledgement of Employee Handbook

On an annual basis, employees will be required to sign an acknowledgment stating that they have read, understand, and will abide by the L-CSD Employee Handbook

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

No person may be illegally discriminated against in employment by reason of their age, race, religion, 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 or religious 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, or according to District policy.

The District will provide reasonable accommodations to qualified individuals with a disability and to employees with sincerely held religious beliefs to the extent required by law, unless such accommodations would impose an undue hardship on the District.

Requests for accommodations from current employees must be made in accordance with District policies and/or procedures.

2.03 Equal Opportunity Complaints

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

District.

2.04 Fair Labor Standards Act and Wisconsin Administrative Code DWD 274.08

Certain types of workers of public employers in Wisconsin are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA] as authorized by Wisconsin Administrative Code DWD 274.08. For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found at Part III, sections 2.05 and 2.06.

2.05 Family and Medical Leave

The District may be obligated to provide eligible employees with leave from work, and certain associated rights and mandated benefits, as provided under the following laws:

- The Federal Family and Medical Leave Act (FMLA)
- The Wisconsin Family and Medical Leave Act (WFMLA)
- The Wisconsin Bone Marrow and Organ Donation Leave law

The FMLA and WFMLA offer leave entitlements to eligible employees related to the following circumstances:

- Leave for the employee's own serious health condition.
- Leave to care for certain individuals who have a serious health condition.
- Leave connected to the birth of a child, the adoption of a child, and certain foster placements.

The federal FMLA also provides for periods of leave and various related rights to eligible employees for the following:

- Certain qualifying exigencies that arise when an eligible employee's spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty; and
- To care for a covered service member with a serious injury or illness. The employee must be the spouse, son, daughter, parent, or next of kin of the covered service member.

Separate from the WFMLA and FMLA, state law also provides for work-related leave and certain related rights for eligible employees who serve as a bone marrow or organ donor.

A. Notification of Benefits and Leave Rights: Information concerning federal FMLA entitlements and employee obligations under the FMLA will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf. *See* 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1).

   Information concerning family and medical leave rights under the Wisconsin Family and Medical Leave Act will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf.

   Information concerning leave rights under the Wisconsin Bone Marrow and Organ Donation Leave law will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_18114_p.pdf.

B. Requesting Leave: Employees shall adhere to applicable law and District-established

procedures for requesting, using, and returning from a period of leave that may be for an eligible purpose under one or more of the laws addressed in this section. These procedures are available upon request in the District office. No employee may approve or deny his/her own requests for leave that may be taken under the laws addressed in this policy. The duration and other terms and conditions of any approved leave will be as specified in the applicable laws, as expressly supplemented by District-established guidelines and procedures and by the notices that the District provides to an employee in a specific situation.

Pursuant to the established procedures described above, employees are expected to provide the District with reasonable notice of the need for leave, and this notice should be provided in advance of the need for leave whenever possible. Employer must notify employee within five (5) business days of employee's eligibility to take FMLA leave, absent extenuating circumstances. 29 C.F.R. § 825.300(b).

Eligibility Determinations: To the extent required by any applicable state or federal law or regulation, upon the District's receipt of an employee's request for such leave, or once the District becomes aware that an employee's need for leave is for a reason that may qualify under any of the types of leave being addressed in this section of the Handbook, the District will:

- Notify the employee if he or she is eligible for leave and, if eligible for leave under the federal FMLA, provide a notice of rights and responsibilities under the federal FMLA, including notice of the employee's ability to take leave intermittently or on a reduced schedule (if eligible).
- Notify the employee of the reason for ineligibility or denial of leave, if such a determination is made.
- Notify the employee if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.
- FMLA cannot be declined by an employee who is eligible and the leave is for an FMLA qualifying reason

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. http://ww.wuscis.gov/files/form/i-9.pdf

2.07 Harassment and Bullying

A. Policy Statement: The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of harassment and bullying.

B. Harassment: The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of harassment and bullying. The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace.

Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

i. Unwelcome sexual advances, comments or innuendos;

ii. Physical or verbal abuse;

iii. Jokes, insults or slurs based on any personal characteristic described above in Section 2.02 (Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks);

iv. Taunting based on personal characteristics described above intended to provoke an employee;

v. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

Refer to Policy 1662 for additional information.

C. Bullying: Bullying includes, but is not limited to, physical intimidation or assault, extortion, oral or written threats, teasing, name-calling, put-downs, threatening looks, false rumors, false accusations, retaliation for reporting harassment or bullying and similar activities.

Refer to Policy 5517.01 for additional information.

D. Employee Responsibility: All employees are responsible for ensuring that harassment and bullying do not occur. The District intends to comply with both the letter and spirit of the law in making certain that harassment and bullying do not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of harassment or bullying or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures. All reports regarding employee harassment or bullying shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee harassment and bullying. Actions that are determined to be harassment or bullying shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of alleged harassment or bullying to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of alleged harassment or bullying may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to harassment or bullying complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal.

2.08 Employee Anti-Harassment

It is the policy of the Luxemburg-Casco School District that no person shall, on the basis of race, sex, religion, natural origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation or physical, mental, emotional, or learning disability be excluded from participation in, be denied benefits of, or be subjected to discrimination or harassment under any program or activity, or employment. Additional information, including Anti-Harassment Compliance Officers can be found in Board Policies 1662, 3362, & 4362.

SECTION 3. EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 District Expectations

The District expects its employees to produce quality work, maintain confidentially, 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.

The following delineation of employment practices is for informational purposes and is not intended to be an exhaustive list of all employment expectations. Other expectations may be found in 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. An injury report is available in ***Appendix A*** and in the nurse's office as well as the district office. In the event of a work-related accident or injury, please see the Worker's Compensation section of this *Handbook* on page 25.

3.03 Attendance

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may be taken and worked out with his/her supervisor. 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 ***Skyward*** or other software program using the appropriate reasons. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records 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.

3.04 Child Abuse Reporting

Wisconsin law requires all employees of Wisconsin public school districts to report suspected child abuse and neglect, Wis. Stat. sec. 48.981(2)(a)16m. In addition, school boards are to ensure all employees receive training provided by the Department of Public Instruction within six months of initial hiring and at least every five years thereafter, Wis. Stat. sec. 118.07(5). Employees are considered to be anyone who receives an annual statement of wages for tax purposes (W-2 form) from the school

district.

All District employees who have reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided below.

A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department (ie Human Services) of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur. For additional information refer to Policy 8462.

3.05 Communications

District employees are expected to abide by the following rules when using information technology and communication resources.

Please refer to the following policies: 7530.01 District Owned Personal Communication Devices, 7530.02 Staff Use of Personal Communication Devices, 7540 Computer Technology Network and Internet Acceptable Use and Safety, 7540.01 Technology Privacy, 7540.04 Staff Education Technology Acceptable Use and Safety.

3.06 Confidentiality

Pupil information that employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. 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. Wis. Stat. § 118.125.

3.07 Conflict of Interest

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

Refer to Policy 1130

3.08 Contracts and Conflict of Interest

No employee may negotiate or bid for, or enter into a contract in which the employee has a private 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).*

3.09 Copyright

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, 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.

3.10 Criminal Background Checks

The District reserves the right to conduct periodic criminal background checks on all District employees.

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 [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community], and any other serious offenses including, but not limited to those 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 party on school property or at a school-sponsored activity;

D. A misdemeanor which violates the public trust.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest or indictment shall not be an automatic basis for an adverse employment action. Conviction of a non-felonious crime shall not be an automatic basis for an adverse employment action. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a non-felonious 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.

For any employee who is convicted of a felony and has not been pardoned, the District shall have discretion to terminate that individual's employment or to non-renew his/her contract. Nothing herein shall prohibit the District from placing an employee on administrative leave or from suspending an employee based upon an arrest, indictment or conviction.

3.11 School Safety and Security Plan

The District has a *School Safety and Security Plan* for use when a situation requires emergency safety measures. Each professional educator should know exactly what the emergency procedures are and where the resources associated with the plan are located for their classroom or work location.

Employees must follow the prescribed procedures during any emergency drill or situation. See Wis. Stat. § 118.07.

3.12 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 against 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, for example, 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.

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

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

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 sanctioned activities involving students. 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. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.

Tobacco Products: Employees shall not use tobacco products (including vaping and e-cigarettes) 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.

For additional detail as to the procedures associated with this provision refer to Policy 3122.01.

3.14 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 easily identify you as an employee. They are an important part of providing a secure environment for our students. Employees must wear their employee identification badges in plain sight during their contracted work time.

3.15 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.

3.16 Financial Controls and Oversight

Employees 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 processed in a manner that gives appropriate consideration to the confidentiality of these matters. 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.

3.17 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. For additional details as to the procedures refer to Policy 8900.

3.18 Gambling

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

3.19 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 incidental entertainment, food, refreshments, meals, or similar amenities, that are provided in connection with a conference or similar work-related activity where the employee's supervisor has reviewed the agenda for the conference or other activity and concluded that such incidentals primarily facilitate the employee's attendance at and participation in the activity, and, therefore, primarily benefit the District rather than serving primarily as a personal benefit. 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.

   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 ***District Administrator*** for proper processing under the District's policy on gifts and solicitations and the terms of section 118.27 of the Wisconsin statutes.

   Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employee's 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 ***Board Policy*** for information on conflicts of interest and for staff gifts and solicitations and section 19.59 of the Wisconsin statutes.

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 the 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 the District or at an activity of the District. § 118.12, Wis. Stats.

3.20 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, student records, etc.

3.21 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.

3.22 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.

3.23 Nepotism

A. Applicants for employment in the District will 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.

3.24 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 School Board 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.

3.25 Personal Appearance/Staff Dress Code

District employees are judged not only by their service but also by their appearance. The District expects every employee's appearance to 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.

3.26 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.

B. Search of Personal Effects [Please see Section 3.12 of the *Handbook* for information on the Search of District Property]: 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.

3.27 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 (2) times per calendar year, while in the presence of the administrator or his designee. The employee shall be entitled to have a representative accompany him/her during such review. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those files. The removal of this file from the safekeeping place will be done by the official personnel file custodian. The

employee's personnel file or any part thereto may not be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents 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.

If the request to review personnel records is pursuant to an active grievance filed by that employee, the District will provide copies of the records to the employee, at the employee's expense, and the employee and his or her representative may examine the copies outside of the presence of the administrator/records custodian.

After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.

3.28 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.

3.29 Physical Examination

A. Examination: Upon initial employment, 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/or the ability of the employee to perform essential functions of the job with or without reasonable accommodation, 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.

3.30 Political Activity

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

A. No school employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example,

political topics.

B. During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a "political purpose" includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.

C. 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. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District's policies regarding facilities use by third parties.

D. 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.

E. This section does not apply to the provision of information by school employees in connection with any election, referendum or legislation where authorized by the school board or District Administrator and where consistent with legal limitations on the use of public funds and School District resources.

3.31 Position Descriptions

Position descriptions are available for inspection for each District employee and located in the District Office. 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.

3.32 Severance from Employment

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

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

B. voluntary resignation;

C. retirement;

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

E. failure to return to work following an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer;

F. the employee having been on reemployment opportunity status for twelve (12) consecutive months;

G. failure to return to work the day following the expiration of an authorized leave of absence unless excused by the District Administrator; and

H. job abandonment.

3.33 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.

3.34 Employee (Whistleblower) Protection

Refer to Policy 3211

3.35 Work Spaces, Including Desks, Lockers, etc.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, 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 3.30, subsection B of this *Handbook*.

3.36 Work Made for Hire

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

3.37 Workplace Safety

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

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

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

B. 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: Section 101.055 of the Wisconsin statutes requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least

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

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under Part I, Section 5 of this *Handbook* and District policy to address the workplace safety issues as defined in Part I, Section 1.02, M. of the handbook. 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://dsps.wi.gov/Documents/Industry Services/Forms/Public Sector Employee/SBD-9301-PubSectEmpSaf.pdf

D. Weapons Prohibition: Except as otherwise permitted by this section or Board policy, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: Wis. Stat. §§ 120.13(1), 948.60, .605, .61.

1. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this provision (e.g., law enforcement officers and certain former law enforcement officers, possessing a firearm or other weapon on school grounds).

2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.

3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the District Administrator. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.

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.

3.38 Violence in the Workplace

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

B. Definitions as Used Under this Section:

1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm,

injury or death to others at the District or under the direct supervision of the District.

2. Threat: A communicated intent to inflict physical or other harm on any person or property.
3. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
4. Court Order: An order by a court that specifies and/or restricts the behavior of an individual. Court orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.

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

1. Assault or battery.
2. Blatant or intentional disregard for the safety or well-being of others.
3. Commission of a violent felony or misdemeanor.
4. Dangerous or threatening horseplay or roughhousing.
5. Direct threats or physical intimidation.
6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
7. Physical restraint, confinement.
8. Possession of weapons of any kind on District property [please see section 3.44].
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 to the appropriate supervisor or his/her designee as soon as possible.

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

E. Investigation and Investigation Findings: The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is 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 disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

3.39 Legal Custodian of Records

For purposes of the applicable public records law, the District's legal custodian is ***the District Administrator***, who is vested by the Board with full legal power to render decisions and carry out the District's statutory public records responsibilities.

3.40 Staff Use of Force to Maintain Student Discipline

A. Corporal punishment and staff use of reasonable and necessary force to maintain student discipline.

1. Staff is prohibited from using corporal punishment on students. "Corporal punishment" means the intentional infliction of physical pain which is used as a means of discipline. "Corporal punishment" includes, but is not limited to, paddling, slapping or prolonged maintenance of physically painful positions, when used as a means of discipline. "Corporal punishment" does not include actions consistent with an individualized education program or reasonable physical activities associated with athletic training.
2. Staff may use reasonable and necessary force for the purposes described below:
    a. To quell a disturbance or prevent an act that threatens physical injury to any person.
    b. To obtain possession of a weapon or other dangerous object within a student's control.
    c. For the purpose of self−defense or the defense of others under § 939.48 Wis. Stat.
    d. For the protection of property under § 939.49 Wis. Stat.
    e. To remove a disruptive student from a school premises or motor vehicle, or from school−sponsored activities.
    f. To prevent a student from inflicting harm on himself or herself.
    g. To protect the safety of others.
    h. Staff may use incidental, minor or reasonable physical contact designed to maintain order and control.

B. Staff is prohibited from conducting a strip search of any student.

C. Seclusion and Physical Restraint of Students

1. Staff is prohibited from using seclusion as a means to discipline students or control student conduct except where authorized in advance by the administration and then only in a manner consistent with state law (§ 118.305 Wis. Stat.). "Seclusion" means the involuntary confinement of a student, apart from other students, in a room or area from which the student is physically prevented from leaving.

2. Staff is prohibited from using physical restraint as a means to discipline students or control student conduct except where authorized in advance by the administration or in the case of an emergency as described below and then only in a manner consistent with state law (§ 118.305 Wis. Stat.). “Physical restraint” means a restriction that immobilizes or reduces the ability of a student to freely move his or her torso, arms, legs, or head.
    a. Except as is provided in subsection b, below, no employee may use physical restraint unless that employee has received training in the use of physical restraint as required by state law (§ 118.305(6) Wis. Stat.).
    b. Staff who has not received training in the use of physical restraint may use physical restraint on a student at school only in an emergency and only if staff trained in the use of physical restraint under is not immediately available due to the unforeseen nature of the emergency.
3. Nothing in this section prohibits staff from doing any of the following at school if the student is not confined to an area from which he or she is physically prevented from leaving:
    a. Directing a student who is disruptive to temporarily separate him or herself from the general activity in the classroom to allow the student to regain behavioral control and staff to maintain or regain classroom order.
    b. Directing a student to temporarily remain in the classroom to complete tasks while other students participate in activities outside the classroom.
    c. Briefly touching or holding a student’s hand, arm, shoulder, or back to calm, comfort, or redirect the student.

3.41 Residency

While the school board encourages all District employees to reside within the District in order to strengthen the ties between the school district and the communit(ies) it serves, school district applicants and employees are not required to live within the District.

3.42 Video/Audio/ Electronic Monitoring Surveillance Notification

Employees are hereby notified that the District authorizes the use of video, audio, and electronic monitoring equipment at various school sites throughout the District and on school buses. (ref Board Policy 7440.01)

3.43 Employee Self-Reporting Requirement

All District employees shall notify the District Administrator as soon as possible, but no more than three (3) calendar days, after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any criminal or municipal offense.

The District Administrator, as soon as possible, but no more than three (3) calendar days, after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication shall notify the Board President for any criminal or municipal offense.

The requirement to report a conviction or deferred adjudication applies to major traffic offenses (e.g., operating under the influence of an intoxicant or other drug, reckless driving, operating after suspension/revocation, failure to report an accident, refusal to take a breath test). Minor traffic

offenses (e.g., non-moving violations, speeding, failure to yield, failure to obey a traffic signal, unattended vehicle, illegal parking) do not need to be reported.

However, if an employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff, other than the staff member's own family, in any vehicle, they must report any traffic offense (not including parking tickets).

Failure to report under this section may result in disciplinary action, up to and including termination. All employment decisions by the District based on such information must comply with Wisconsin's arrest and conviction discrimination law. (ref Board Policy 3121)

3.44 Staff Email Signature

To ensure uniformity and professionalism, employees will follow a district-created signature format for all external and internal emails sent from the district's e-mail system as part of any official district e-mail communication.

Below is the format of the only acceptable email signatures for internal and external emails:

> Full Name (earned degrees, certifications, or licenses following full name are optional)
> Official Title/Working Position (Multiple positions are to be separated by the backslash/ symbol)
> School Building or District Name
> School Building Address
> School Phone Number
> School Fax Number (optional)
> Employee E-mail Address
> School or District Website Address
> District Mission Statement (optional)
> District Vision Statement (optional)
> *This e-mail message is intended only for the named recipient(s) above and is covered by the Electronic Communications Privacy Act 18 U.S.C. Section 2510-2521. This e-mail is confidential and may contain information that is privileged or exempt from disclosure under applicable law. If you have received this message in error please immediately notify the sender by return e-mail and delete this e-mail message from your computer.*

Official District logos may be added to the email signature.

Email signatures may not include colored text, personal quotes, slogans, inspirational quotes, icons, emojis, gifs, images, clip art, videos, backgrounds, complicated fonts, or links to internal or external websites.

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 to the precise extent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this *Handbook*/individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and

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;

K. To determine the educational policies of the District; and

M. To contract out for goods and services.

SECTION 5. GRIEVANCE PROCEDURE

5.01 Purpose

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

For additional detail as to the procedures refer to Policy 4340.

5.02 Definitions

1. Grievance: A “grievance” is defined as any complaint that arises concerning discipline, termination or workplace safety.
2. Grievant: A “grievant” may be any employee or group of employees.
3. Day: The term “days” as used in this section shall mean regularly scheduled workdays, unless otherwise indicated.
4. “Discipline” is defined in Part I, section 1.02, Subsection C. of the Handbook.
5. Termination: “Termination” is defined in Part I, section 1.02, Subsection J. of the Handbook.
6. Workplace Safety: “Workplace safety” is defined in Part I, section 1.02, Subsection K. of the Handbook.

SECTION 6. PAY PERIODS

6.01 Annualized Payroll Cycle

A. School Year Employees:

1. Annualized Payroll: Exempt 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 B, below. School year employees covered by this provision will 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 exempt school-year employees who do not voluntarily request to be paid on a twelve (12) month payroll cycle.

   All non-exempt school-year employees, the payroll cycle shall be based on time cards.

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 15th and 30th of each month. If the 15th or 30th of the month fall on a weekend, the payroll date will be the preceding Friday. If a paid holiday falls on the 15th or 30th, payroll deposits shall be issued on the preceding day. The first pay date of the school year for school year employees will be September 15th or the first day of school, whichever is later.

6.03 Direct Deposit Payment Method

All employees shall participate in a direct payroll deposit plan. Direct deposit changes do not go in effect until approximately 2 (two) weeks after district office receives the authorization agreement for automatic payroll deposits form. The form is attached to this handbook in ***Appendix B***. Each employee shall have access to electronic records indicating the number of accumulated PTO days, the number of personal days remaining to the employee's credit, and the number of vacation days to be taken and the number remaining.

6.04 Definitions for Payroll Purposes Only

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

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

C. Pay Period: The pay periods shall be the 1st through 15th of each month and 16th through the end of the month.

6.05 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)
2. Post-tax dollars (salary deduction, also known as “Roth” TSA contributions)

C. Employees 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 District may ask for proof of vendor registration from the teacher to ensure a District-approved vendor has been chosen. 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. 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. The District will transmit the amount of salary deferral once a month.

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 one (1) time per calendar year, unless otherwise permitted by the Business Manager. 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. New loans from the TSA plan are not permitted.
4. Hardship withdrawals are not permitted.

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 District 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. By authorizing TSA deductions from his/her salary, the Employee acknowledges that 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. Furthermore, the Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.

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 Internal Revenue Service (IRS) business travel rate per mile when:

A. A school vehicle was requested from the District Office and unavailable; or

B. Prior approval from Business Manager to use personal vehicle due to certain circumstances.

The District shall reimburse employees half of the Internal Revenue Service (IRS) business travel rate per mile when:

A. An employee takes their personal vehicle without checking on the availability of school vehicle; or

B. Chooses to take own vehicle for personal reasons.

Forms to be used to report mileage reimbursement shall be available in the ***Business Office*** and in the ***office of each school building or online***.

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.

8.02 Benefits While on Worker's Compensation

If any employee is injured while performing duties for the District, the employee will be compensated based on current worker's compensation law.

8.03 Injuries Not Covered by Worker's Compensation

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

A. The worker injured himself or herself intentionally;

B. The worker was injured while voluntarily participating in an off-duty activity; or

C. The injury occurred during horseplay or fighting initiated by the injured worker.

SECTION 9. Sick Leave/Paid Time Off (PTO)

Luxemburg-Casco Schools provides employees with a program that consists of three different categories of time off: Sick Leave, Paid Time Off (PTO), and Personal Days. The program is administered according to the provisions in this Section and Section 11.

9.01 Sick Leave

Sick leave provides time off for illness, other medical appointments and procedures, and funerals/bereavement. Sick leave can be used for illness and other medical appointments and procedures for self, spouse, partner, children, step-children, foster children, parents, siblings, grandparents, in-laws, and pets. Employees may choose to use either sick leave or paid time off (PTO) for funerals/bereavement. The District requires a minimum usage of 15 min when utilizing sick leave.

A. Teachers are entitled to ten (10) sick days at the beginning of each school year.

B. Full-year support staff are entitled to ten (10) sick days at the beginning of each school year.

C. School year support staff are entitled to seven (7) sick days at the beginning of each school year.

D. Temporary staff, seasonal staff, and bus drivers are not entitled to sick leave.

9.02 Paid Time Off (PTO)

Paid Time Off (PTO) can be used for other personal, family, and business events that cannot reasonably be conducted outside the regular work day. Examples of PTO include but are not limited to religious observations, funerals, household emergencies such as major household system failure (such as furnace, water heater, sump pump), business that needs to be attended to during normal business hours (such as a house closing, meeting with an attorney, meeting with contractors, etc.), attending weddings, attending a child's field trip or performance, college tours, and graduation ceremonies. Employees may choose to use either sick leave or paid time off (PTO) for funerals/bereavements. Hourly support staff may use PTO during unplanned school closings, such as inclement weather.

A. Paid Time Off (PTO) cannot be used immediately before or after a school break but can be used on an in-service day. Paid Time Off (PTO) requests on an in-service day may be denied if the professional development/training that occurs on the in-service day cannot be replicated or requires a whole team approach. Individuals who take PTO during an in-service day are still responsible for the learning and outcomes associated with the day.

B. Paid Time Off (PTO) is limited to two (2) people per building per day with the exception of in-service days. There is no limit to the number of people who take Paid Time Off (PTO) on an in-service day.

C. Except in the case of an immediate emergency, a request for such leave shall be made at least two (2) days before the requested leave.

D. The District requires a minimum usage of 15 minutes when using Paid Time Off (PTO).

E. Paid Time Off (PTO) does not accumulate from year to year.

F. Paid Time Off (PTO) is not paid personal days nor vacation. Do not request PTO for a family vacation.

G. When submitting the request for Paid Time Off (PTO) a reason must be stated. If the reason is not applicable for Paid Time Off (PTO) and/or is more applicable to sick leave or personal day, the request will be moved to the more appropriate leave category. This will be monitored and done by Human Resources and the employee will be notified. This will improve the consistency of leave guidelines across the district.

Teachers

Three (3) days of PTO credit shall be given to the teacher at the start of the school year.

Full Year & School Year Support Staff

Three (3) days of PTO credit shall be given to full-year support staff and school-year support staff at the start of the school year.

Temporary staff, seasonal staff, and bus drivers

No Paid Time Off (PTO) is provided.

9.03 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 for such absences.

9.04 Overused Sick Leave

If an employee were to leave the school system prior to the complete 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 used but not earned would be deducted from the remaining pay. Deductions will be prorated.

9.05 Reporting Procedure – Doctor's Certificate

Unless emergency circumstances prevent prior notice, each employee shall be required to inform, his/her supervisor 48 hours prior to his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 9.01 above. Whenever the supervisor deems such leave 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, or such other verification related to the purpose of the leave. When the leave was used for the employee's own illness, the employee may be requested to have such certificate include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section

shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

9.06 Holidays during Sick Leave

In the even 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.

SECTION 10. JURY DUTY and OTHER LEAVES

10.01 Refer to Board Policy 3431 (Employee Leaves)

General Leave Conditions – Sick, PTO, Personal Day, Bereavement
Military Leave
Leave for Jury Duty
Volunteer Fire Fighter, Emergency Medical Technician, First Responder, or Ambulance Driver
Organ Donor Leave
Leave for Voting
Election Official Leave
Leave to Testify (with subpoena)
Athletic/Activities Leave

SECTION 11. PERSONAL DAY

11.01 Personal Days Provided

A. Certified Staff: Employees shall be entitled up to a maximum of three (3) days of personal days each employment year on a non-cumulative basis.

B. Support Staff: Employees shall be entitled up to a maximum of two (2) days of personal days each employment year on a non-cumulative basis.

C. Bus Drivers: Employees shall be entitled up to a maximum of one (1) day of personal day each employment year on a non-cumulative basis.

D. Temporary and seasonal staff: Personal days are not provided

Personal days can only be used as a full day.

11.02 Reasons for Personal Day

Personal days may be used for any reason, including family vacations.

Personal days may be used on in-service days.

11.03 Personal Day Restrictions

The following restrictions apply to use of personal days:

A. No more than two (2) people per building shall be allowed a personal day on a given day.

B. A request for personal days shall be made at least seven (7) days before the requested leave.

C. No personal days will be granted for days preceding or following any break in the school year.

SECTION 12. UNPAID LEAVES OF ABSENCE

12.01 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 date that other available leave (FMLA, accumulated sick leave, etc.) would be exhausted. Such application will be reviewed and processed by the District Administrator and will be granted or denied in his/her sole discretion. An employee seeking non FMLA related unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose. The request must be accompanied by a physician's statement attesting to the medical condition(s), work limitations, 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 from the date the employee last performed work for the District. Unpaid leave may be granted in shorter increments than the above-state maximum total lengths, and then reviewed as necessary for a possible extension. The above-stated maximum total unpaid leave periods may be extended, if necessary, to comply with state and/or federal law.

B. The term (i.e. length) of any approved unpaid medical leave 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.

12.02 Child Rearing Leave

A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least ***sixty (60)*** **days** in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee 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. An employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose.

B. The term (i.e. length) of any approved unpaid child-rearing leave 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.

12.03 Unpaid Leave of Absence - For other than Medical and Child Rearing Reasons

A . Unpaid Discretionary Voluntary Leave of Absence (short-term)

The purpose of this unpaid leave is to allow employees an opportunity to take a short-term unpaid leave during the school year.

1. All requests for short-term unpaid leave must be submitted, via email, to the District Administrator or their designee at least thirty (30) days prior to the beginning of the leave. This requirement may be waived in emergency situations.

2. All applicable paid leave must be used prior to requesting short-term unpaid leave.

3. Short-term unpaid leaves will not exceed a maximum of five (5) days used (consecutively or intermittently) during a 3-year period. The 3-year period starts on the first day of short-term unpaid leave.

4. Short-term unpaid leave immediately prior to or after a break, vacation, holiday, holiday weekend, or other non-school day will only be granted once, per individual, during a 3-year period.

5. Except in the case of an emergency, as authorized by the District Administrator or their designee, a limit of two (2) certified staff members and two (2) non-certified staff members per building may take a short-term unpaid leave at one (1) time. Requests will be honored on a first-come, first-served basis starting July 1st for the upcoming school year.

6. Employees will be deducted their per diem wage for each day of short-term unpaid leave.

7. Unapproved short-term unpaid leave will result in disciplinary action up to and including termination. Do not purchase tickets or make irrevocable plans prior to obtaining leave.

B. Unpaid Discretionary Voluntary Leave of Absence (long-term)

The purpose of this unpaid leave is to allow employees an opportunity to take a long-term unpaid leave during the school year.

1. Applicants for long-term unpaid leave must have completed three (3) years of employment in the District.

2. All requests for long-term unpaid leave must be submitted to the District Administrator or their designee at least thirty (30) days prior to the beginning of the leave. This requirement may be waived in emergency situations.

3. Except in the case of an emergency, as authorized by the District Administrator or their designee, a limit of one (1) certified staff member and one (1) non-certified staff member per building may take a long-term unpaid leave at one (1) time. Requests will be honored on a first-come, first-served basis.

4. All applicable paid leave must be used prior to requesting long-term unpaid leave.

5. The long-term unpaid leave shall not exceed one (1) calendar year.

6. The employee may continue health insurance at the employee's expense during a long-term leave extending beyond thirty (30) days as long as the health plan allows such an extension.

7. Acceptable reasons for granting long-term unpaid leave are limited to: professional/career improvement, personal/family welfare, short-term service commitment.

12.04 Reimbursement of Health Insurance Premium during Unpaid Leave

An employee on an approved non-FMLA unpaid leave will be responsible for reimbursement of the full health insurance premium (Employer and Employee portions) commencing on the first of the month after the leave begins until the employee's return to active employment. Depending on the duration of the leave, payment may be deducted from available payroll(s) or invoiced to the employee. Failure to make payment when due will result in loss of coverage. Upon return of the employee any partial month's obligation will be pro-rated on a per diem basis.

Placement upon Return from Extended Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least thirty (30) 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 13. BENEFITS APPLICABLE TO ALL EMPLOYEES

13.01 Cafeteria Plan/Flexible Spending Account

The District will offer 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).

13.02 Dental Insurance

The Board will offer dental insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

13.03 Health Insurance

Compliance Authority: The District may, in its sole discretion, make changes to health insurance, including, but not limited to, health benefits, eligibility standards, coverages, and contribution levels in order to comply with the Patient Protection and Affordable Care Act (ACA) and applicable federal and state agency rules and regulations regarding the implementation of the ACA. Such actions may also be implemented in order for the District to comply with regulatory provisions of the Internal Revenue Service (IRS), e.g. nondiscrimination in benefits provisions [IRC 105(h), IRC 125], and to minimize tax liability for the district and/or the benefit recipient underneath such regulatory provisions.

Changes to health benefits, eligibility standards, coverages and contribution levels include, but are not limited to, changes in the sections addressing health insurance in the employee handbook.

Benefits: The Board will offer health insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

13.04 Health Risk Assessment and Health Survey Assessment

All employees enrolled in the District's health insurance will comply with applicable health risk assessment requirements as established by the District and as may be amended from time to time. Refer to individual sections under Health Insurance for failure to comply.

13.05 Liability Insurance

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 from the Business Office.

13.06 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. Eligibility for, and payment toward, coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

13.07 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. Eligibility for, and payment toward, coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

13.08 Short-Term Disability

The Board shall provide short-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. This is an employee paid benefit.

13.09 Retirement Contributions

A. Certified Staff: The Board shall contribute the employer's share into the Wisconsin Retirement System (WRS). The employee shall pay the employee's required WRS contribution as required by state statute. Under no circumstances shall the Board pay the employee's required WRS contribution.

B. Support Staff: The Board shall contribute the employer's share into the Wisconsin

Retirement System (WRS) for eligible employees. The employee shall pay the employee's required WRS contribution as required by state statute. Under no circumstances shall the Board pay the employee's required WRS contribution.

13.10 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. COBRA continuation information will be provided to eligible employees at the time of a qualifying event pursuant to COBRA regulations.

SECTION 14. WORK STOPPAGE

Employees of the District shall not engage in, condone, assist or support any strike, slowdown, or sanction, or withhold in full or in part any services to the District. In the event of a violation of this Section, the District may take whatever disciplinary action it deems appropriate up to and including discharge. WI Stat 111.70. For additional information refer to Policy 4531.

SECTION 15. CONFORMITY TO LAW

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

Luxemburg-Casco School District

Employee Handbook

Part II

Certified Staff

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Nonrenewal for Teachers

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in section 118.22, Wis. Stats. for full-time teachers. No teacher shall be non-renewed for arbitrary or capricious reasons.

1.02 Standard for Discipline and Termination

An employee's employment may be terminated by the Board during the term of the employee's individual contract for non-arbitrary and non-capricious reasons after prior notice has been given to the employee.

1.03 Representation

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

1.04 Disciplinary Materials

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

1.05 Termination of Employment

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

A. If the employee is discharged pursuant to section 1.03.

B. If the employee quits his/her employment.

C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis unless excused by the District Administrator.

D. If the employee retires.

SECTION 2. PROFESSIONAL HOURS/WORKDAY

2.01 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.

If a teacher accepts a voluntary assignment during his/her duty-free lunch period, he/she will be compensated at the rate of ***forty dollars ($40.00)*** per lunch period.

The deduction from pay from certified staff may occur under certain circumstances in accordance with Wage and Hour Laws.

2.02 Administratively-Called Meetings

Staff Meetings: Teachers may be required to attend all administratively-called staff meetings. Teachers who are required to attend administratively-called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings. The administration shall attempt to provide reasonable notice of all such meetings.

Other Administratively Called Meetings: The notification and duration provisions of the previous paragraph 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.

2.03 Attendance at School Events

Teachers are required to attend all mandatory administratively-required school events. These events, though not limited by enumeration, may include an open house, in-services and parent teacher conferences. All teachers are encouraged to attend music programs, art shows and/or other District or building events that occur after the normal workday.

2.04 Consultation with Parents

Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and for the excellence of our schools. Such consultation may be in the form of phone contacts, home visitations, progress reports, in-person appointments, etc., in addition to the scheduled parent/teacher conferences.

2.05 Professional Hours

A. The concept of professional hours means that a teacher and his/her appropriate supervisor(s) will determine the teacher's hours based upon the completion of his/her duties and the needs of his/her student(s).

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

C. Professional work hours shall be governed by the following:

1. The starting and ending times for employees are determined by the Board.
2. Teachers may be required to attend administratively called meetings.
3. A teacher and his/her appropriate supervisor(s) will determine the employee's hours based upon the completion of his/her duties and the needs of his/her students. Teachers will be evaluated based upon the completion of their duties rather than on adherence to a fixed time schedule.

D. It is not the intent of the professional hours section to require more or fewer meetings and conferences, nor is it the intent to have teachers present only in the classroom during instructional time and disregard their normal teaching responsibilities.

2.06 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 in advance of the proposed change 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 administration.

2.07 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 will, at a minimum, make up all hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements of the State of Wisconsin. Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.

2.08 School Calendar

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

2.09 In-Service and Other Training

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

SECTION 3. PROFESSIONAL GROWTH

3.01 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 4. TEACHER SUPERVISION AND EVALUATION

4.01 General Provisions

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. Definitions under this section:

A. "Provisional Teacher": A provisional teacher is a teacher who has taught ***fewer than three (3) years*** in the District under a full-time or part-time regular teaching contract, or a teacher who has taught more than three (3) years but is not yet certified as a lifetime educator.

B. "Lifetime Educator": A lifetime educator is a teacher who has taught at least three (3) years in the District under a full-time or part-time regular teaching contract.

C. "Master Educators": A master educator is a teacher who has completed a national board certification or Wisconsin master educator assessment process.

4.02 Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee using the approved supervision evaluation process. 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. Prior to the first student contact day, the District will provide the employees with their placement within the supervision and evaluation rotation cycle. The District may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list.

4.03 Evaluation Process – Conditions for All Employees

A. Basic Requirements

1. Provisional Educators in their first two years of employment in the District shall be evaluated at least ***two years in a row.***
2. Lifetime and Master Educators should be evaluated at least every third school year.
3. Nothing herein shall be interpreted as a limitation on the number of formal or informal evaluations that the administration may conduct on any staff member.
4. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed.

B. 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 opportunity was available for attaching written clarification/objections at the time of signing."

The response must be initialed by the supervisor. The preceding process and documentation may be accomplished through an electronic process.

C. Professional Development: New-to-the-system teachers may be required to spend additional work days, some prior to the beginning of school, with additional compensation preparing professional and curriculum materials and lesson plans (in addition to being oriented to the District, evaluation practices and general expectations for their assignments.) The days shall be planned by a joint committee composed of teachers and administrators. The teachers shall be appointed by a member of the administrative team.

D. Mentor/Mentee Program

Upon hire with the district, you will be required to participate in the Mentor/Mentee program based on your experience. See Mentor/Mentee Handbook.

SECTION 5. TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS

5.01 Teacher Assignments, Vacancies and Transfers

A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator 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, who shall give due consideration to such requests (subject to the District Administrator's or the designee's authority to assign to all positions the individual who he/she believes is the best fit).

C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted on the District's website 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. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications required for the position.

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, it may, at its discretion, transfer any 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 Part I, section 5 of this *Handbook*.

5.02 Employee Resignations

The teacher's individual contract shall be considered binding on both parties. Resignations and Liquidated damages shall be administered in accordance with the individual teacher contract.

5.03 Teacher Absence and Substitutes

When a regular teacher is to be absent from school and a substitute is needed, the teacher is responsible for entering into the absence management system. If possible, such notification should be made the evening prior to the time of absence. This will help to provide time for obtaining a substitute teacher.

A. Internal Teacher Absence Coverage

1. When a substitute is unavailable, a certified teacher may substitute for the absent teacher. The compensation will be based on forty dollars **($40.00)** per hour (round to

the nearest half-hour). This applies to the Primary, Intermediate and Middle School certified teachers.

2. A certified teacher at the high school will receive sixty dollars **($60.00)** per block.

5.04 Summer School Assignments

When possible, summer school subjects will be made known by March. Current teachers in the District may apply for summer school positions in the same manner as non-District teachers. Employees teaching summer classes shall be given a summer school session contract in accordance with sections 118.04 and 118.21, Wis. Stats.

5.05 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 for each of the extended contract days. Days may be scheduled in full or partial day increments.

5.06 Job Sharing

A. Definition: Job sharing is defined as a voluntary program to provide the opportunity for two or more employees to share a position which will be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works. Job sharing may be allowed for reasons such as child rearing, health (member or member's family), continuing education, semi-retirement, transition to other employment, or any other reason deemed appropriate.

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

C. 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 required by the shared job.

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

1. A description of the job to be shared and the percent 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.
7. Any change in the job share arrangement including leave provisions shall require notification of the job share partner and administration.

E. Insurance Benefits

1. The District shall pay insurance premiums for each job sharer in an amount prorated in accordance to their full-time equivalency subject to the eligibility rules of the insurance carrier. The total provided shall not exceed an amount equal to the benefits for one full-time employee.
2. Job sharers may retain full fringe benefits purchased by payroll deduction of the difference between the District's prorated share of the premium and the full amount of the premium.

5.07 Staff In-Service Presentations and Committees - In District

The District can benefit from the training and expertise of its staff. Staff members who are interested in sharing their expertise and in receiving compensation for their efforts may provide presentations to staff in accordance with the following guidelines:

A. Approval Process: Presentations beyond the normal scope of duties will be arranged and pre-approved through the Director of Learning Services to qualify for compensation. Compensation is paid for presentations that occur within or outside of regular school hours.

B. Compensation: Please refer to Appendix C

SECTION 6. REDUCTION IN FORCE, POSITIONS & HOURS

6.01 Reasons for Reduction in Force

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

6.02 Notice of Reduction

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. for reductions effective the next school year. The nonrenewal notice shall specify the effective date of the nonrenewal and the right to a private conference under § 118.22, Wis. Stats. Other reductions will be in accord with the individual teacher contracts.

6.03 Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial reduction in force in accordance with the following steps:

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

B. Step Two - Volunteers: Volunteers will be laid off or will submit their resignation first. The District will provide the volunteer(s) with a layoff notice or the form for resigning. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers under this section will put his/her request in writing. Volunteers will only be accepted by the District if, in the District's opinion, the remaining employees in the department/certification area are qualified to perform the remaining work.

C. Step Three - Selection for Reduction: The District shall select the employee in the affected grade level, department/certification area for nonrenewal. The District shall consider a variety of factors during this process, including, but not limited to, length of service, licensure versatility, performance, contributions to District initiatives, or other factors deemed relevant to the position, without any priority required for any one factor, nor is any one factor determinative.

6.04 Reduction in Hours Resulting in Nonrenewal

Employees who are non-renewed and such nonrenewal results in a reduction in hours will 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*.

6.05 Insurance Benefits Following Nonrenewal

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

SECTION 7. PROFESSIONAL COMPENSATION

7.01 Salary Schedule

The basic salaries of employees covered by this *Handbook* are set forth in Appendix D which is attached to and incorporated in this *Handbook*.

A. Part-time employees will receive the salary set forth in the *Handbook* in a percentage equal to the amount of their employment.

B. The salary schedule is based upon the regular school calendar set forth in this *Handbook*.

C. The employee's pro-rata daily rate and pro-rata hourly rate shall be determined in the following manner:

1. The employee's scheduled annual salary divided by the number of contracted days equals the pro-rata daily rate [extended contract or furlough days shall not be used in this calculation.] (current number of contracted days)

2. The pro-rata daily rate divided by ***8*** hours per day equals the pro-rata hourly rate.

7.02 Salary Schedule Placement

The Board, in its sole discretion, may place employees at a salary that exceeds his/her actual years of service when it deems circumstances warrant such placement.

7.03 Salary Step Movement

When a teacher qualifies for movement on the salary schedule to the next step, the movement shall be awarded provided funds are available as determined by the District.

7.04 Educational Lane Adjustments

A. Accreditation: Only graduate credits earned from a degree-granting~~n~~ institution recognized by the U.S. Department of Education through http://ope.ed.gov/accreditation will be eligible for movement across the salary schedule.

B. Prior Notification: All graduate credits intended to be used for salary schedule lane movement shall be reviewed by the District.

~~2.~~1. For budgeting purposes, individuals must notify the District Office (HR) in writing of their **intent** to transfer from one group or "lane" to another by **the first of February (February 1st) of the calendar year** in which the movement will occur.(Notification in February for movement in September)

C. Documentation:

1. To qualify for the master degree (MS) through masters plus thirty (MS+30) credits, the teacher's credits shall be on the graduate level. Verification from the institution of satisfactory completion of the approved course via an unofficial transcript shall be

required before advancing the teacher on the schedule. (No individual currently at M+ will be displaced by the implementation of this provision).

D. Timeline:

1. Transfer from one group or "lane" to another shall be made at the beginning of the school year following attainment of the necessary credentials **provided that the February 1st deadline was met.**
2. Verification for moving from one lane to another and/or for reimbursement must be in the office of the District Administrator by September 1.

When a teacher qualifies for movement on the salary schedule to a different lane, the movement shall be to the same step in the new lane as existed for the teacher in the previous salary lane provided funds are available as determined by the District.

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

A. A teacher does not earn additional compensation (beyond his/her contracted salary) for the performance of the broad range of duties, tasks, projects and responsibilities that are within the scope of their professional employment.

B. 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 teacher shall be paid based on current curriculum rate. 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.

SECTION 8. INSURANCES

8.01 Dental Insurance

The Board will offer dental insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board and are subject to change.

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of ***thirty (30) hours or more*** per week is eligible to participate in the District's dental insurance. Hours worked beyond those set forth in the individual contract will 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 thirty (30) hours*** per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for dental 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 subject to the limitations outlined below. 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 August 31.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District will pay ***ninety percent [90%]*** of the single premium of the lowest cost dental insurance plan. Employees are 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 will pay ***ninety percent [90%]*** of the family premium of the lowest cost dental insurance plan. Employees are responsible for the remaining portion of the premium.

8.02 Health Insurance

The Board will offer 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: A teacher whose individual contract has an assignment of ***thirty (30) hours or more*** per week is eligible to participate in the District's health insurance. Hours worked beyond those set forth in the individual contract will 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 for ***less than thirty (30) hours*** per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees will be eligible for two single plans or one family plan. The premium contributions for spouses will 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 subject to the limitations outlined below. 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 will 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 will terminate as of August 31.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District will pay ***ninety percent [90%]*** of the single premium of the lowest cost health insurance plan if the employee completes the Health Risk Assessment and Health Survey Assessment. If the employee does not complete both the Health Risk Assessment and the Health Survey Assessment, he/she shall contribute an additional ***five percent [5%]*** toward the cost of the single health insurance plan. Employees are 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 will pay ***ninety percent [90%]*** of the family premium of the lowest cost health insurance plan if the employee completes the Health Risk Assessment and Health Survey Assessment. If the employee does not complete both the Health Risk Assessment and the Health Survey Assessment, he/she shall contribute an additional ***five percent [5%]*** per month toward the cost of the health insurance plan. Employees are responsible for the remaining portion of the premium.

8.03 Liability Insurance

The School Board will carry liability insurance which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees will 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.

8.04 Life Insurance

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

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at ***least thirty-three*** (***33) hours or more*** is eligible to participate in the District's life insurance. Hours worked beyond those set forth in the individual contract will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are ***less than thirty-three (33) hours*** are not eligible to participate in the District's life insurance plan.

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 subject to the limitations outlined below. 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 will 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 will terminate August 31st.

C. Premium Contributions: The District will pay ***one hundred percent [100%]*** for term life insurance equal to the next highest one thousand dollars ($1,000) of each eligible employee's salary. The employee is responsible for paying the remaining portion of the

premium.

8.05 Long-term Disability

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

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at ***least thirty-three (33) hours*** is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the individual contract will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for ***less than thirty-three (33) hours*** are not eligible to participate in the District's long-term disability insurance plan.

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 subject to the limitations outlined below. The long-term disability insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

C. Premium Contributions: The District will pay ***one hundred percent [100%]*** for long-term disability insurance.

8.06 Short-term Disability

The Board will provide short-term disability insurance to all 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: All employees are eligible to participate in the District's short-term disability insurance.

B. Commencement and Termination of Benefits**:** Coverage will commence on the employee's first day of employment.

C. Premium Contributions: The **employee** will pay ***one hundred percent [100%]*** of the short-term disability insurance premium.

8.07 Wisconsin Retirement System (WRS) Contributions

The Board will contribute the employer's required share. The employee will 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.

SECTION 9. POST-EMPLOYMENT BENEFITS

The employee is required to inform the district in writing by January 31 that they are retiring at the end of the school year.

Teachers

<table>
<tr><th>Eligibility</th><th>Non-OPEB</th></tr>
<tr><td>At least age 55 and years of service in District as specified for each rate.</td><td>Unused Sick Leave Benefit: Upon retirement, the District shall deposit an amount determined by years of service, up to a maximum of 90 unused sick days into a TSA. The rate at which unused sick days will be converted is noted in the table below:
<table>
<tr><th>Years of Service at Retirement</th><th>Flat Rate</th><th>Maximum Individual Benefit</th></tr>
<tr><td>25 or more years</td><td>$ 100</td><td>$ 9,000</td></tr>
<tr><td>20 – 24 years</td><td>$ 85</td><td>$ 7,650</td></tr>
<tr><td>16 – 19 years</td><td>$ 70</td><td>$ 6,300</td></tr>
<tr><td>10 – 15 years</td><td>$ 55</td><td>$ 4,950</td></tr>
<tr><td>Less than 10 years</td><td>$ 40</td><td>$ 3,600</td></tr>
</table></td></tr>
</table>

SECTION 10. LEAVE BENEFITS

10.01 Sick Leave/Paid Time Off (PTO)

Ten (10) days of sick leave and three (3) days of PTO credit shall be given to the teacher at the start of the school year. Up to ten (10) days of unused sick leave may be carried over at the end of the fiscal year. Sick leave will be allowed to accumulate to a maximum of ninety (90) days inclusive of the allowance for the current year. Teachers at the sick leave cap ninety (90 days) in the last year of employment immediately prior to retirement shall have access to up to five (5) additional sick days to use during their final year, though none of those five (5) days can be counted toward the retirement benefit.

10.02 Personal Day

A. Professional staff members are eligible for one (1) day of personal day on a non-cumulative basis upon hire.

B. Professional staff members will receive a second day of personal day on a non-cumulative basis after ten (10) years in the district.

C. Professional staff members will receive a third day of personal day on a non-cumulative basis after fifteen (15) years in the district.

D. A professional staff member may have the third personal day paid out, at their per diem rate, at the end of the school year. The request to have the third personal day paid out must be in writing and submitted before the last day of school.

Luxemburg-Casco School District

Employee Handbook

Part III

Non-Certified Staff

SECTION 1. DISCIPLINE AND DISCHARGE

1.01 Standard for Discipline and Termination

The District Administrator is solely responsible for implementing any or all disciplinary measures, including, but not limited to, suspension and/or dismissal from employment. Such discipline or termination shall be subject to the grievance procedure provisions of this in policy. *See Policy 4340*

1.02 Representation

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

1.03 Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in the employee's personnel file.

SECTION 2. HOURS OF WORK AND WORK SCHEDULE

2.01 Letter of Appointment

Should the district anticipate a continuing need for an employee's services during the next school year, it will issue a letter of appointment that will be consistent with, but subservient to, this *Handbook* and board policy, before the last student contact day of the school year. The letter of appointment will identify the employee, the position(s) that the employee is employed for, the length of the work year, the length of the work day, the tentative starting and ending times of the work day, and the pay rate for the position. Specific assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held.

A new letter of appointment will be issued in cases of transfers, promotions, demotions, and partial or full reduction in force. In the case of a change of assignment the employee shall be provided with at least ***15*** calendar days' notice of the change of assignment, if practicable, as determined by the administration.

2.02 Regular Workday and Starting and Ending Times

A regular full-time workday is eight (8) hours, including lunch time. Because of different schedule requirements, employees' starting, lunch, and finishing times may vary in different assignments and locations. Each employee's immediate supervisor will oversee working hours, break periods, and lunch periods.

2.03 Regular Workweek

A regular work week is forty (40) hours or fewer. The regular work week is five (5) consecutive days unless the immediate supervisor assigns the employee to a different work schedule. This section shall not be construed as a guarantee or limitation on the number of hours per day or hours in a work week which may be scheduled or required by the District.

2.04 Part-time Employees

The district will prepare a schedule of hours for part-time employees and provide it to the affected employees.

2.05 Additional Hours and Overtime - Approval and Assignment

A. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, and the community or District property. When an exceptional case involving overtime occurs, the employee must notify their immediate supervisor as soon as possible after the event and provide a rationale for the overtime.

B. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) the regular rate. Time over forty (40) hours per week does not include paid time off, vacation, holiday, or personal leave time. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

2.06 Compensatory Time Off

In lieu of overtime pay, employees may, at their option, choose to receive compensatory time off. Compensatory time off may be taken by mutual agreement between the employer and the employee. One and one-half (1.5) hour of compensatory time off will be granted for each one (1) hour of work above forty (40) hours per week. Time over forty (40) hours per week does not include vacation, holiday, paid time off or personal leave time.

A. A compensation time log sheet must be kept, and it must provide for overtime hours to be compensated at a rate of not less than time and one-half for each overtime hour worked. The compensation time log is available on our district website under Documents and Forms.

B. The employee may accumulate up to 30 hours of compensatory time off from July 1st to Dec 31st in a calendar year and 30 hours of compensatory time from January 1st to June 30th in a calendar year. Any unused compensatory time earned from July 1st – Dec 31st will be paid out on the last paycheck in December of the calendar year in which the time was earned. Any compensatory time earned between January 1st and June 30th off will be paid out on the last paycheck in June in the fiscal calendar year in which the time was earned.

C. The District may require that compensatory time off be exhausted before vacation is taken, even if this will result in accrued vacation being forfeited by the employee.

2.07 Lunch Period

All non-certified employees who work six (6) hours or more per day will be provided a half-hour, duty-free, unpaid lunch period. In conjunction with and approval from their immediate supervisor, an employee may choose to opt out of a half-hour, duty-free, unpaid lunch period. Lunches/opt out will be arranged with and overseen by the immediate supervisor.

Example: An employee who works 6 hrs and opts for a half-hour, duty-free, unpaid lunch period will be scheduled for 6.5 hours. An employee who works 6 hrs and elects not to have a half-hour, duty-free, unpaid lunch period will be scheduled for 6 hours.

2.08 Breaks

Employees scheduled to work at least four (4) hours per work day may receive one (1) fifteen (15) minute paid break. Employees scheduled to work at least eight (8) hours per work day may receive two (2) fifteen (15) minute paid breaks. Breaks will be overseen by the immediate supervisor.

2.09 Time Cards or other Form of Electronic Tracking of Hours Worked

Time cards or an electronic time card system shall be used by all employees. Employees will punch in only at such time as they are fully prepared to begin work. Employees are responsible for their own time cards and shall not punch in or out for any other employee. Employees caught punching in or out for another employee will be subject to discipline up to and including discharge. If an employee leaves the premises for any personal reason, the time clock is to be used to punch out and punch in upon return. Employees should not punch in earlier than five (5) minutes prior to their start time. Employees should not punch out later than five (5) minutes after their end time unless approved by their immediate supervisor under the provisions of 2.05 Additional Hours and Overtime – Approval and Assignment.

2.10 Emergency/Inclement Weather School Closings or Delays

A. All custodians and cleaners are expected to report to work when school is closed due to inclement weather or other situations beyond the control of the District, if at all possible unless unsafe conditions exist which do not allow the employee to report.

B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or other situations beyond the control of the District. Employees are required to report to work in the event that the District schedules make-up days.

C. If employees report to work and a decision to close schools is made after that time, those employees will be paid only for the actual hours worked. On such a day, those employees may elect one of the options in section 2.11 for time lost due to the partial school closing.

2.11 Emergency School Closing/Delay Employee Options if the Day/Time is Not Made Up

The following options are available if the district does not reschedule the day/time:

A. The employee may elect to not be compensated for the day/time school was closed; or

B. The employee is required to use compensatory time off first, and then may use vacation, PTO or personal day leave time if available.

The employee should notify the District on the next school day after the day school is closed, begins late or is dismissed early, for an emergency as to which option the employee wishes to select.

2.12 Attendance at Meetings

Employees required to attend meetings called or scheduled by the district will be paid for all hours spent at such meetings. If an employee has over 40 hours, the employee has the option to be paid overtime or may accumulate comp time.

SECTION 3. ASSIGNMENTS, VACANCIES AND TRANSFERS

3.01 Determination of Assignment

Employees may be assigned or transferred by the District Administrator of the District and/or his/her designee.

3.02 Job Posting

When a position becomes vacant or a new position is created, notice of such available position will be posted internally first and then externally for a minimum of ***five*** working days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the ***District's website***. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the tentative work hours of the position, the rate of pay for the position, and the qualifications required for the position.

3.03 District Ability to Select the Most Qualified Applicant

The District retains the right to select the most qualified applicant for any position based upon 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.

3.04 District Ability to Determine Job Description

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

3.05 Involuntary Transfers

When the District determines that an involuntary transfer of an employee is necessary, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator which will include the reasons for the transfer.

SECTION 4. PAID VACATION

4.01 Notice

Employees will be notified of their total number of vacation days in Frontline or an alternative software system.

4.02 Year-Round Full-Time & Year-Round Part-Time Employees

Paid vacation is not available to school year staff or extended days school year staff. Paid vacation will be provided to year- round,full-time & part-time employees according to the following schedule:

Number of Years Worked	Vacation Days Earned
at start of employment	5 days
at start of 2nd year	10 days
at start of 5th year	15 days

"Years of Service" as set forth in this Article refers to years of service in the District in a position that is eligible for vacation under Part III. Eligible employees in the District will receive vacation depending on years of service as measured each July 1st. For calculation purposes vacation is earned based upon the prior years' service.

4.03 Scheduling of Vacation

Vacation time may be taken in full blocks, or in shorter blocks not less than one hour as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days' notice may be approved by the District Administrator and/or his/her designee. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period,

but the District Administrator and/or his/her designee will have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives. All vacations shall be taken during the school vacation months except by special arrangement with the immediate supervisor or his/her designee.

4.04 Vacation Accumulation

An employee may not carry over vacation days from the prior year to the next year's vacation amount. Vacation days not used by the end of the applicable twelve-month period, i.e. June 30th, are forfeited.

4.05 Payment upon Termination/Transfer to a Position Not Eligible for Vacation

Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, is entitled to the vacation pay remaining in his or her accumulation, as well as a pro-rated amount of the vacation that the employee would have received upon his or her next anniversary. Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee's termination and will be remitted on the final paycheck.

4.06 Holidays during Vacation

Should a paid holiday fall during an employee's vacation period, the employee may take an additional day of vacation in lieu of the holiday.

SECTION 5. HOLIDAYS

5.01 Holidays Defined

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

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

New Year's Day	July 4	Christmas Eve
Good Friday	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Day after Thanksgiving
New Year's Eve		

B. Employees working at least 220 days per calendar year, but less than a full calendar year (260 working days):

Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Labor Day	

C. School year employees (including part time):

Memorial Day
Labor Day
Thanksgiving Day

5.02 Holidays Falling on Weekends

If any of the holidays listed above, fall on a Saturday, the preceding workday will be observed as the holiday. If any of the above named holidays falls on a Sunday, the following workday will be observed as the holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday will be observed as the December 31st holiday and the preceding Friday will be observed as the January 1st Holiday. If December 24 and December 31 fall on a Sunday, the preceding Friday will be declared the holiday unless the preceding Friday is a student contact day. If the preceding Friday is a student contact day, section 5.03 applies.

5.03 Holidays during Vacation

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

SECTION 6. LEAVE BENEFITS

6.01 Sick Leave

A. Full-time employees (260 days) will receive ten (10) days of sick leave and can accumulate up to seventy-five (75) days.

B. School-year support staff who work less than 260 days will receive seven (7) days of sick leave and can accumulate up to fifty (50) days.

C. Temporary staff, seasonal staff, and bus drivers do not receive any sick leave.

6.02 Personal Day

A. All employees will be granted one (1) non-cumulative personal day upon hire.

B. A second personal day will be granted after an employee completes ten (10) years of service in the district.

C. Temporary staff and seasonal staff do not receive a personal day.

6.03 Paid Time Off (PTO)

Full Year & School Year Support Staff

Three (3) days of PTO credit shall be given to full-year support staff and school-year support staff at the start of the school year.

Temporary staff, seasonal staff, and bus drivers

No Paid Time Off (PTO) is provided.

SECTION 7. WAGE COMPENSATION AND EXPENSES

7.01 Uniforms, Protective Clothing and Tools

A. Uniforms:

1. Bus mechanics will be reimbursed a yearly limit of $100 to apply towards the purchase of work related attire, which may consist of a combination of jackets, hats, gloves, work shirts, work pants, work shorts, coveralls, or work shoes. Receipts with a description of the item must accompany reimbursement claims.

B. Personal Protective Equipment: The Board will provide protective clothing and equipment necessary for ***certain*** employees to perform their jobs. The Board reserves the right to determine the style and the type of protective gear to be used. Any employee who receives protective gear is responsible for such items. Protective clothing is the property of the Board and must be worn while working on an assigned school job. Damaged protective items and clothing cannot be used and must be reported to the immediate supervisor and/or his/her designee.

C. Tools: With the exception of Bus Mechanics and Bus Maintenance, the District will furnish, without cost to the employees, tools considered necessary by the District for the employee to perform his/her normal duties. Any replacement of hand tools deemed necessary by the District will be furnished by the District without cost to the employee, except where loss due to negligence or willful destruction is apparent in which case the employee will be billed for the School District's replacement cost. Bus Mechanics are responsible for providing their own tools. These tools should be engraved with the mechanics name or other identifying mark. The District may purchase tools and equipment that are unique and specialized for the maintenance and repair of District buses and vehicles.

7.02 Expenses

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

Meal reimbursements (including tip):

A. Not to exceed $38.00 per day if gone for a full day conference

B. Not to exceed $22.00 per day if gone for a half day conference

7.03 Substitutes for Teachers

Instructional Assistants/Special Education Assistants, with teacher licensure, assigned to substitute for an absent teacher for one class period or more will be paid an additional $14.00 per class period for time spent substituting for a teacher during the teacher's absence. By definition, teaching assistants who do not hold teaching or substitute certificates are not qualified teachers and are not required, permitted nor authorized to take the place of a teacher for the purpose of instructing students during times that a qualified substitute for that teacher could reasonably be expected to be hired. This provision does not preclude teaching assistants from being assigned to student supervision responsibilities, such as monitoring a study hall.

SECTION 8. JOB RELATED TRAINING AND LICENSURE

8.01 In-Service Training

The district, in its discretion, may provide appropriate paid in-service training to each employee.

8.02 Job-Related Education and Training

The District will, upon prior approval of the District Administrator and/or his/her designee, reimburse employees for job related education and training. The employee will receive his/her regularly scheduled hourly wage if the District Administrator and/or his/her designee require the employee to attend job related education and training during the employee's regularly scheduled work day.

8.03 License Renewal Reimbursement for Special Education Assistants

Special education assistants who have been employed by the District as a special education assistant and who are required by the District and by the Department of Public Instruction to possess a DPI Special Education Aide License will be reimbursed by the District for the cost of renewal of the license. The reimbursement will occur at the time of the DPI's approval of the special education assistant's application for license renewal.

SECTION 9. EMPLOYEE EVALUATIONS

9.01 Evaluation

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

9.02 Procedures and Instruments

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

9.03 Frequency

The frequency of evaluations will be established by the District in its discretion.

9.04 Receipt of Evaluation

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

9.05 Comments, Disputes

The employee may respond to the written evaluations in writing with his or her comments, which will be attached to the completed evaluation.

9.06 Evaluators

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

SECTION 10. RESIGNATION FROM EMPLOYMENT

10.01 Notice of Termination of Employment

Employees will give written notice of termination of employment, as soon as possible, but at least ten (10) working days prior to the effective date of resignation. If an employee has overused paid time off (PTO), the employee will have an amount equal to the value of that overused leave withheld from his or her last paycheck. The District's obligation to pay its share of the employee's insurance benefits will terminate at the end of the month in which the employee works his/her last day. Any employee who breaches this Article will, at the District's discretion, forfeit any accrued benefits.

SECTION 11. INSURANCES

11.01 Dental Insurance

The Board will offer 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 letter of assignment has an assignment of ***thirty (30) hours or more*** per week is eligible to participate in the District's dental insurance. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours may include, but not limited to enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc.

   Employees whose assignments are ***less than thirty (30) hours*** are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees are 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. The insurance benefits described in this Handbook and on the individual letter of assignment shall cease at the end of the month the employee's resignation or termination becomes effective.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District will pay ***ninety percent [90%]*** of the single premium of the lowest cost dental insurance plan. Employees are 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 will pay ***ninety percent [90%]*** of the family premium of the lowest cost dental insurance plan. Employees are responsible for the remaining portion of the premium.

11.02 Health Insurance

The Board will offer 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 letter of assignment has an assignment of ***thirty (30) hours or more*** per week is eligible to participate in the District's health insurance. Hours worked beyond those set forth in the

letter of assignment will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc.

Employees who assignments are ***less than (30) hours*** per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The insurance benefits described in this Handbook and on the individual letter of assignment will cease at the end of the month the employee's resignation or termination becomes effective.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District will pay ***ninety percent [90%]*** of the single premium of the lowest cost health insurance plan if the employee completes the Health Risk Assessment and Health Survey Assessment. If the employee does not complete both the Health Risk Assessment and the Health Survey Assessment, he/she shall contribute an additional ***five percent [5%]*** toward the cost of the single health insurance plan. Employees are 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 will pay ***ninety percent [90%]*** of the family premium of the lowest cost health insurance plan if the employee completes the Health Risk Assessment and Health Survey Assessment. If the employee does not complete both the Health Risk Assessment and the Health Survey Assessment, he/she shall contribute an additional ***five percent [5%]*** toward the cost of the health insurance plan. Employees are responsible for the remaining portion of the premium.

11.03 Liability Insurance

The School Board will carry liability insurance which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees are 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.

11.04 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 letter of assignment has an assignment of at least ***thirty-three (33) hours*** is eligible to participate in the District's life insurance. Hours worked beyond those set forth in the letter of assignment will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for ***less than thirty-three (33) hours*** are not eligible to participate in the District's life insurance plan. Employees whose hours are reduced during the term of the letter of assignment

will have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment will cease at the end of the month the resignation or termination becomes effective.

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

11.05 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 letter of assignment has an assignment of at ***least thirty-three (33) hours*** is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the letter of assignment will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than thirty-three (33) are not eligible to participate in the District's long-term disability insurance plan. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment will cease at the end of the month the resignation or termination becomes effective.

C. Premium Contributions: The District will pay ***one hundred percent [100%]*** for long-term disability insurance.

11.06 Short-Term Disability

The Board will provide short-term disability insurance to all 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: All employees are eligible to participate in the District's short-term disability insurance.

B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment will cease at the end of the month the resignation or termination becomes effective.

C. Premium Contributions: The employee will pay ***one hundred percent [100%]*** for short-term disability insurance premium.

11.07 Wisconsin Retirement System (WRS) Contributions

The Board will contribute the employer's required share for eligible employees. The employee will 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.

SECTION 12. POST-EMPLOYMENT BENEFITS

The employee is required to inform the district in writing by January 31 that they are retiring at the end of the school year.

Support Staff

<table>
<tr><th>Eligibility</th><th>Non-OPEB</th></tr>
<tr><td>At least age 55 and years of service in District as specified for each rate.</td><td>Unused Sick Leave Benefit: Upon retirement, the District shall deposit an amount determined by years of service, up to a maximum of 90 unused sick days into a TSA. The rate at which unused sick days will be converted is noted in the table below:
<table>
<tr><th>Years of Service at Retirement</th><th>Flat Rate</th><th>Maximum Individual Benefit</th></tr>
<tr><td>25 or more years</td><td>$ 100</td><td>$ 9,000</td></tr>
<tr><td>20 – 24 years</td><td>$ 85</td><td>$ 7,650</td></tr>
<tr><td>16 – 19 years</td><td>$ 70</td><td>$ 6,300</td></tr>
<tr><td>10 – 15 years</td><td>$ 55</td><td>$ 4,950</td></tr>
<tr><td>Less than 10 years</td><td>$ 40</td><td>$ 3,600</td></tr>
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