



Expect
Excellence
School District of New Berlin

Effective August 1, 2015

Employee Handbook

Employee Handbook Revision Log

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Section 1: PREAMBLE and DEFINITIONS

1.1 About this handbook

The School District of New Berlin conforms to all applicable legal requirements relating to nondiscrimination in employment on the basis of age, race, color, gender, creed, national origin, religion, disability, marital status, sexual orientation, arrest or conviction record (unless there is a substantial relationship between the crime and the job), military or veteran status or any other such factor as may be specified in any law applicable to the District. This policy is intended to apply to recruiting, hiring, promotions, upgrading, layoffs, compensation, benefits, termination, and all other privileges, terms, and conditions of employment. ([Policy 4110 – Nondiscrimination](#))

This employee handbook is an employment guide for employees of the School District of New Berlin. This handbook outlines important information about compensation, benefits, leaves and absences, grievance procedure and work rules. It is the employee's responsibility to read, understand and be familiar with this handbook. Any questions you have about provisions of the handbook should be emailed to Human.Resources@nbexcellence.org . If you prefer to discuss your questions personally, contact the Employment Services Office for an appointment.

The school or department to which you are assigned will establish additional appropriate guidelines and procedures. Questions that you have about these procedures and guidelines should be addressed with your supervisor.

This *Handbook* is not a contract or any part of a contract for employment, expressed or implied. Employees without an individual contract for employment are "at-will" employees.

Employees with an individual employment contract or who are issued a *Notice of Work Assignment* are subject to provisions of this handbook that do not conflict with the individual employment contract or *Notice of Work Assignment*. If there is a conflict between the provisions of this handbook and the terms of an individual employment contract or *Notice of Work Assignment* the employment contract or *Notice* will control.

This *Handbook* is subservient to, and does not supersede the provisions set forth in District policies or state and federal laws.

1.2 Definitions

- a. Actively at Work: An employee is actively at work when they are physically present on the job, regardless of work site. An employee on a paid or unpaid leave of absence, including holidays and jury duty, is not considered actively at work.
- b. Administrators: Administrators are defined as persons who are required to have a contract under § 118.24, Wis. Stats.

- c. Administrative Support Staff: Administrative support staff perform clerical, secretarial and general organizational duties for management staff.
- d. Business Day: Business day is defined as Monday through Friday other than holidays or days when a school or schools are closed for an emergency.
- e. Calendar Year. A calendar year is from January 1 to December 31.
- f. Casual / Temporary Employee: Casual / temporary 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. These employees have no rights of continued employment.
- g. Certified Staff: See licensed educator.
- h. Child: Child means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age.
- i. Classified Staff: Classified staff is any employee other than licensed educators and administrators.
- j. Classroom Teacher. The portion of a licensed educator's time spent in direct instruction and support of direct instruction, including assigned duties.
- k. Day: Day is defined to be from 12:00 midnight (12:00a) to 11:59.59p.
- l. Days: Days, when referenced in this *Handbook* for purposes of establishing duration, is calendar days, unless specified otherwise in a specific provision.
- m. Discipline: Discipline is defined as any employment action that results in disciplinary suspension without pay, disciplinary reduction in pay or other benefits, or disciplinary demotion. Discipline shall not include the following:
 - i. plans of correction or performance improvement;
 - ii. performance evaluations or reviews;
 - iii. documentation of employee acts and/or omissions in an employment file;
 - iv. oral or written reprimands;
 - v. administrative suspension with pay;
 - vi. non-disciplinary wage, benefit or salary adjustment; or
 - vii. other non-material employment action.
- n. Exempt Employment: Exempt employment means the employee's assignment is exempt from the Fair Labor Standards Act (FLSA) requirements for overtime compensation. Generally, licensed educators, administrators, including principals & directors, managers and supervisors, the school nurse and certain technology support staff are exempt under FLSA regulations.
- o. Extended Leave of Absence: A leave, whether paid or unpaid, greater than 20 days is considered an extended leave.

- p. Extra time: Extra-time is time worked beyond an employee's normal work schedule. Employees not exempt under the Fair Labor Standards Act (FLSA) will receive additional pay for extra-time, in accordance with the FLSA.
- q. Fiscal Year: The fiscal year is from July 1 through June 30.
- r. Full Time: Full-time employment, for calculation of benefit purposes only, is defined as 1,520 hours or more per fiscal year for licensed educators and 1,920 hours or more per fiscal year for all other staff. Employees must be in a benefit eligible position and work the prescribed number of hours to receive benefits.
- s. Licensed Educator: Licensed educators are required to hold appropriate licensure or certification issued by the Wisconsin Department of Public Instruction under § 118.21, Wis. Stats., but does not include individuals employed as special education assistants, instructional assistants, para-professionals, student learning assistants or other educational support staff. Licensed educators generally receive an individual contract for employment and the renewal of the individual contract may be subject to Wisconsin Statutes.
- t. Limited Term Employees: Limited term employees are casual employees hired for a specific period of time, usually related to a specific need or project.
- u. Management: Management are employees with managerial or supervisory responsibilities, as determined by the District, but not necessarily covered under § 118.24, Wis. Stats. Management may include administrators, principals, directors, managers and coordinators.
- v. Non-exempt Employment: Non-exempt employees are assigned an hourly wage and may be eligible for additional compensation in accordance with the Fair Labor Standards Act (FLSA).
- w. Overtime: Overtime is hours worked in excess of 40 in one work week when actively on the job. Employees eligible for overtime pay, as determined by the Fair Labor Standards Act (FLSA), will be paid time and one-half for overtime hours.
- x. Parent: Parent means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse.
- y. Regular Employees: Regular employees are defined as employees the District considers continuously employed with a regular work schedule, until the District, at its discretion, changes the status of the employee.
- z. Regular Work Schedule: Regular work schedules will be established for regular employees and communicated to the employee in a manner established by the District.

- aa. School Day: The school day will be annually established by the District.
- bb. School Year. The school year will be annually established by the District.
- cc. Serious Health Condition: A serious health condition is a disabling physical or mental illness, injury, impairment or condition involving (i) inpatient care in a hospital, nursing home or hospice, (ii) outpatient care that requires continuing treatment or supervision by a health care provider.
- dd. Spouse: Spouse means an employee's legal husband or wife.
- ee. Strategic Compensation. Any form of compensation greater than the base pay of the employee is considered strategic compensation. Strategic compensation may include performance pay, extra-duty pay, or bonus pay.
- ff. Summer School Employee: A summer school employee is a casual employee who works for the District during the summer school session.
- gg. Summer School Session: Summer school session is the supplemental educational program offered to District students pursuant to Department of Public Instruction rules and regulations.
- hh. Substitute Employees: Substitutes are casual employees hired to replace a regular employee during the regular employee's leave of absence. .
- ii. Supervisor: Supervisors include administrators and other managers designated by the District that have responsibility for the supervision and evaluation of assigned employees.
- jj. Teacher: Teachers are licensed educators with primary responsibility for instructional planning and preparation, classroom environment and direct instruction of pupils or as a resource to classroom teachers or pupils.
- kk. Temporary / Casual Employees: Temporary employees are limited term employees hired for a specific project or purpose for a specific length of time. A temporary employee has no expectation of continued employment.
- ll. Termination: Termination, as used in this *Handbook*, means an involuntary loss of employment with the District. Termination results in involuntary separation and with prejudice to the employee. An involuntary termination will result in the loss of employment benefits. Termination shall not include:
 - i. layoffs;
 - ii. workforce reduction;
 - iii. voluntary termination including, without limitation, quitting or resignation;
 - iv. job abandonment;
 - v. end of employment due to disability;
 - vi. retirement;
 - vii. non-renewal under Wis. Stats 118.22; or

- viii. any other cessation of employment not involving involuntary termination, including, but not limited to, completion of assignment of a temporary, seasonal, casual, contract, daily, substitute or replacement employment relationship.
- mm. Work calendar: Work calendars list the dates of active work, paid holidays and other special days. Work calendars are used to determine an employee's eligibility for certain employer provided benefits.
- nn. Work site: Work site is the place the employee performs his/her duties on behalf of the District, other than an employee's home, but not necessarily on school owned or leased property.
- oo. Work week: The work week shall begin at 12:00 midnight (12:00a) Sunday and end at 11:59.59p on Saturday.
- pp. Workplace Safety: Workplace safety, as used in this *Handbook*, means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

1.3 Employment Classification System

- a. The employment classification system is designed to meet reporting and administrative needs. The following current system may be changed at the discretion of the district as needs change.
- b. Administrator
 - i. Executive
 - ii. Director
 - iii. Principal
 - iv. Dean
- c. Licensed educator
 - i. Classroom teacher
 - Regular education
 - Special education
 - Teacher in lieu of substitute
 - ii. Resource & specialists
 - Content instructional coaches
 - Content area coaches
 - Certified librarian
 - iii. Pupil services staff
 - School Counselor
 - Psychologist
 - Physical and occupational therapist
 - Speech pathologist
 - Deaf and hard of hearing

- d. Classified staff members include all full or part-time, non-exempt or exempt, regular or seasonal, casual or temporary, including substitutes, who are not administrators or licensed educators.
- i. Buildings and grounds:
 - Custodial
 - Maintenance
 - Groundskeeper
 - Shuttle van driver
 - ii. District office support:
 - District office administrative support
 - Business office staff
 - iii. School building support:
 - School administrative support
 - Lunch & recess supervision
 - Security & supervision
 - iv. Educational assistants:
 - Student learning assistant
 - Special education assistant
 - v. School & nutrition services:
 - Cafeteria assistant (elementary)
 - Satellite cook (elementary)
 - Driver
 - Production cook (secondary)
 - Lead production cook (secondary)
 - Assistant manager
 - vi. Specialist / technical:
 - Educational (hearing) interpreter
 - School nurse
 - Accountant
 - Computer support staff
 - Application support specialist
 - Communications specialist
 - Wellness coordinator
 - vii. Supervisors and managers

- viii. Community services:
 - Manager, Performing Arts Center
 - Technical, Performing Arts Center
 - Manager, Pre-school
 - Teacher, Pre-school
- ix. Limited term employees:
 - Student / Intern
 - Substitute employees
 - Licensed educator
 - Educational assistant
 - Administrative support
 - Nutrition services
 - Pre-school teacher
 - Summer school teacher
 - Teacher overload
 - Extra assignments

Section 2: GENERAL EMPLOYMENT CONDITIONS

2.1 District Expectations

- a. The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, students and the public. The District expects employees to comply with commonly accepted standards of conduct, all applicable Board policies, administrative rules, established procedures, work rules, job descriptions, terms of this *Handbook* and legal obligations. Violation may result in disciplinary action, including termination of employment.
- b. The District expects its employees to refrain from conducting activities during work time that is not associated with their assigned duties and responsibilities.
- c. The following delineation of employment practices is for informational purposes and is not intended to be an exhaustive list of all employment expectations that may be found in other applicable Board policies, work rules, job descriptions, operating procedures, common practices of educational establishments and legal obligations.

2.2 Professional Expectations

Employees shall maintain the highest level of professionalism in their interactions with students, other staff and the public, and engage in independent and active efforts to maintain high standards of individual excellence. Professional expectations include, but are not limited to:

- a. Accept personal responsibility for professional conduct,
- b. be current in specific and applicable areas of responsibility,

- c. be current in the use of technology;
- d. serve as an ambassador for the District at all times;
- e. contribute to a quality education for all students;
- f. participate in and support collaboration and team building;
- g. demonstrate respect for others, cooperation and teamwork at all times;
- h. engage in professional communication, including accepting responsibility for verifying accuracy of information before sharing with others;
- i. support the District's vision through work on goals, projects and initiatives;
and
- j. engage in and foster a climate of life-long learning.

2.3 Professional learning

- a. The District may require employees to attend in-service or other training, which may occur outside of the employees' regular work schedule.
- b. The District may require employees to reimburse District incurred costs for professional learning if the employee terminates employment prior to a date certain.

2.4 Confidentiality

- a. Pupil information obtained as the result of employment with the District is confidential and protected by law unless such information has been designated as pupil directory data in School Board policy. The law and respect for our student's rights require that student issues are only discussed with employees and parents who need to know the information.
- b. 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 superintendent, or designee.
- c. In order to encourage a climate of respect and collegiality employees will limit discussing their own personal compensation to supervisors and members of the Employment Services Office.

2.5 Conflict of Interest

- a. A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party with which the employee is affiliated because of the employee's position with the District. 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.
- b. 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.

- c. No 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 pupil while on the property of or at an activity of the District.

2.6 Background Checks and Drug Tests

The District may perform background checks and tests for the presence of illegal drugs on prospective employees. The District may perform post-employment background checks in its sole discretion. The District may perform tests for the presence of illegal drugs when deemed necessary, based on reasonable suspicion. For purposes of compliance with this provision, drug-testing is not considered a medical exam.

- a. Falsifying information shall be grounds for termination of employment.
- b. All persons given an offer of employment shall:
 - agree to the release of all investigative records for examination for the purpose of verifying the accuracy of criminal information; and
 - if requested, supply a fingerprint sample and submit to criminal history records checks.

2.7 Obligation to Report Criminal Record

- a. All District employees shall notify the Employment Services Office, as soon as possible, but no more than three calendar days, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any offense involving moral turpitude, and any of the following:
 - i. alleged misconduct, including but not limited to, verbal, physical or sexual abuse or harassment;
 - ii. resignation, discipline or dismissal for immoral conduct or incompetence;
 - iii. revocation, suspension, denial or investigation of a professional certificate or license;
 - iv. violation of any civil, state or federal law or local ordinance for actions involving sexual conduct, physical abuse of a child and/or contributing to the delinquency of a child;
 - v. participation in a deferred prosecution to resolve a criminal matter;
 - vi. currently on probation, parole or other court-ordered supervision in any jurisdiction;
 - vii. acquitted or found not guilty by reason of insanity, mental disease or defect, diminished mental capacity or comparable legal defense or basis of an offense involving sexual conduct or harm or threat of harm to another;
 - viii. are or have been a party to a civil settlement, award or agreement or any kind that involved an allegation concerning your conduct as an employee in an educationally related position or setting;

- ix. crimes involving school property or funds;
 - x. 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;
 - xi. crimes that occur wholly or in part on school property or at a school-sponsored activity;
 - xii. a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
 - xiii. a misdemeanor that violates the public trust.
- b. 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. 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.
- c. The District may conduct criminal history and background checks of its employees. An arrest, indictment or conviction of a crime shall not be an automatic basis for employment action, including termination. The District shall consider the following factors in determining what action, if any, should be taken:
- i. the nature of the offense;
 - ii. the date of the offense;
 - iii. the relationship between the offense and the position to which the employee is assigned or may be assigned.
- d. Nothing herein shall prohibit the District from placing an employee on administrative leave based upon an arrest, indictment or conviction.

2.8 District Property

- a. The District may provide an employee with equipment or supplies to assist in the performance of duties. Employees are required to show reasonable care and to take precautions for theft for any equipment issued. District owned property shall not be used by the employee for personal reasons. Any equipment, unused supplies, keys, employee identification badges or any other item issued by the District must be returned prior to the employee's last day of employment.
- b. Employees shall not use District provided property, including computer networks, email systems, air wave rights, copiers, and any other property for other than District related business. Communications related to District purposes with parents, students and others, using District property, shall be in conformance with the District's acceptable use policy.

2.9 Identification Badge

Employees shall, at all times, while on school premises or with pupils outside of school premises, wear, in a visible place, a District issued employee identification badge.

2.10 False Reports

Employees shall not file false reports or statements, including but not limited to, accident reports, attendance reports, insurance reports, physician's statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports.

2.11 Gifts

- a. An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities or beverages that are provided in connection with a conference sponsored by an established or recognized educational or business association. Teachers may accept only gifts of token value from students.
- b. Employees shall decline gifts, gratuities or favors from any organization or individual seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the business office for proper processing under the District's policy on gifts and solicitations. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision may be accepted.

2.12 Investigations

Employees have an affirmative duty to provide supervisors, or any other District official conducting an investigation, all relevant and factual information related to the subject of an investigation.

2.13 Licensure / Certification

Employees who are required to be licensed or certified by law must provide the District with a copy of the current license / certificate. Employees hired with specific certifications / licenses shall keep all said licenses / certification current unless authorized, in writing, by the superintendent, or designee, to allow the certificate / license to expire.

2.14 Compensation for Additional Assignments

- a. Employees assigned duties and responsibilities outside their regular assignment will be compensated in accordance with appropriate federal and state law and this *Handbook*.

- b. Employees may be eligible for additional compensation for added responsibilities if all of the following conditions are met:
 - i. the compensation is for a budgeted assignment, or a replacement of a budgeted assignment;
 - ii. the compensation is approved by an administrator with authority to do so; and
 - iii. the employee properly completes and files pay requests on forms and in the manner prescribed by the District within thirty (30) days of completion of the assignment.
- c. Employees may be assigned to co-curricular positions with additional pay, at the discretion of the District.
 - i. Classified staff is not required to accept an assignment to a co-curricular position as co-curricular positions are materially different from regular positions of the District.
 - ii. The type and number of positions to be authorized will be determined by the District.
 - iii. Positions may be filled, at the discretion of the District, only if funding has been included in the annual operating budget, the position is a substitute for a position included in the budget or funding from an outside source is provided in advance of the position being filled.

2.15 Nepotism

- a. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity that 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. For 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. 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 inform his/her supervisor of the relationship and shall refrain from participating in such hiring.

2.16 Performance Assessments

Licensed educators will receive annual and / or multi-year performance assessments designed to improve student achievement, operational efficiency and overall district operations. The District will devise and / or adapt / adopt research driven systems for purposes of assessing employee performance.

2.17 Personal Appearance / Dress Code

Employees are expected to present a well-groomed and professional appearance. The District expects that all employees are neat, clean, and wear appropriate attire that is in good taste and suitable for an educational setting. Dress or attire considered disruptive, inappropriate or which adversely affects the educational atmosphere is not acceptable.

- a. Generally, employees not required to wear a uniform shall dress in business casual attire when students, parents or the public is normally present in the building and at school sponsored events.
- b. Employees not required to wear a uniform may wear approved spirit wear on designated spirit days.
- c. Custodians, maintenance, and food service personnel shall wear uniforms provided by the District.
- d. Employees may be required to wear appropriate safety gear as deemed necessary by their supervisor.

2.18 Drugs and Alcohol

Employees are prohibited from possession and use of illegal drugs and of alcohol at the workplace. Employee shall not be under the influence of alcohol or engage in the use of illegal drugs in the workplace and shall behave in conformance with the requirements established under the Drug Free Workplace Act of 1988 (41 U. S. C. 701 et seq.).

2.19 Personal Property

The District does not assume responsibility for loss, theft or damages to personal property. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District does not have insurance coverage for any loss or injury for which the District does not have legal responsibility.

2.20 Student Relations

Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students and 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 social, including social media, or romantic relationships with students, regardless of whether the student is 18 years old or older. Nothing in this provision limits use of social media in bona fide instruction of students.

2.21 Social Media

Employees shall not communicate with students, including adult students, through social media, except for educational purposes expressly related to the student's course work or co-curricular activities.

2.22 Physical Examinations

The District may require a physical and/or mental examination, at the expense of the District, when reasonable doubt arises concerning the current health of the employee, consistent with limitations imposed by applicable state and federal law.

2.23 Political Activity

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

- a. No school employee shall, during the school day, use time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- b. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- c. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

2.24 Secondary Employment

Secondary employment shall not interfere with normal work hours or diminish the capacity of the employee to perform his/her duties.

2.25 Severance from Employment

An employee's employment relationship shall be broken 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,
- e. failure to return to work the day following the expiration of an authorized leave of absence; and
- f. job abandonment.

2.26 Solicitations

Employees shall not solicit students. All solicitations of employees must be approved in advance by the superintendent, or designee, and be consistent with Board Policy.

2.27 Transfers

- a. Employees that desire a change in location in the subsequent year shall inform the Employment Services Office by February 15. Consideration will be given to the employee's training, experience, achievements and service to the District.
- b. The District will post vacancies for open positions and announce such vacancies in direct employee communications.

2.28 Hours of Work for Classified Staff

Work schedules for classified staff, including hours and days of work, will be established by the employee's supervisor in accordance with work calendars established by the District. Schedules are subject to change at the sole discretion of the District, with or without advance notice.

- a. The normal work week for full-time employees is forty (40) hours, not including 30 minutes per day for a duty free lunch. Employees may be requested or assigned additional hours and will be compensated accordingly, as required by the Fair Labor Standards Act.
- b. The starting and ending times for employees are determined by the employee's supervising administrator.
- c. Employees will be provided a 30 minute, unpaid, duty free, lunch hour when their work day is 6 consecutive hours or greater.
- d. A non-salaried employee directed to report to a District worksite when on an approved leave or unassigned work day will receive not less than two (2) hours pay.
- e. Staff may be re-assigned during the work day to meet needs of the school or school district. Such assignments will be without additional pay.

2.29 Compensatory Time

- a. A non-exempt employee, in agreement with his/her supervisor, may request compensatory time off in lieu of extra time / overtime pay for hours worked in excess of their normal assignment, to a maximum of 80 compensatory hours.
- b. Requests to use compensatory time shall be made to the employee's supervisor and shall be approved only when doing so does not create a disruption in District operations. A supervisor may require the compensatory time be used within a specified time frame.
- c. Employees may not take both overtime and compensatory time in the same work week.
- d. All compensatory time not taken at the end of the fiscal year earned will be paid on the employee's last check of the fiscal year, unless approval has been made by the Employment Services Office to carry hours forward.

2.30 Emergency School Closings

In the event employees are advised to not report to work as a result of the District or an individual building(s) being closed:

- a. Non-exempt employee pay will be reduced for the days / hours affected by the closure, if the employee does not work. Employees may use compensatory time or paid time off in lieu of dock pay. In the event the days are made up, employees will receive regular compensation for the day(s)/hours worked.
- b. Exempt employees will receive their normal pay and the days / hours affected by the closure shall be made up at the discretion of the District. Employees will not receive additional compensation when make-up day(s)/hours are scheduled.

2.31 Furloughs

The District may furlough employees for budgetary reasons. The following guidelines shall apply during furlough periods:

- a. employees shall not receive their wages or salary but are permitted to apply unused current year compensated absence leave;
- b. employees are prohibited from working;
- c. compensated leave shall not accrue during the furlough; and
- d. the District shall continue the health benefit program and life and disability insurance at the same level it would if the employees were not on furlough.

2.32 Work Spaces

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, computers, computer networks 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 are locked or unlocked.

2.33 Work Made for Hire

Any work prepared by an employee within the scope of his/her employment or while under the pay of the District is owned by, and the property of, the District. Under limited circumstances and with prior written approval of the District, this provision may be waived.

2.34 Workplace Safety

All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Firearms and dangerous weapons are prohibited on all property of the District, except as permitted in school board policy.

Any employee who is injured on the job shall report the injury to the employee's immediate supervisor and shall complete the appropriate form(s) prior to seeking medical attention, if possible. In the event of an injury that precludes the employee from meeting the aforementioned report, the employee shall notify his/her immediate supervisor within twenty-four (24) hours, or as soon as practicable thereafter. The employee shall cooperate fully with the District's representative in regard to investigation of any injury or accident.

2.35 Text Messaging

Employees are prohibited from text messaging or use of cell phones, except in an emergency, while driving a district owned vehicle, or while driving their own privately owned vehicle during official district business, or from using government supplied electronic equipment to text message or e-mail when driving.

2.36 Personnel File

- a. A confidential personnel file is maintained for every active employee of the District. The file is the property of the District and contains essential employee information and documents.
- b. Employees may view the contents of their file by submitting a request to the Employment Services Office. The Chief Finance and Operations Officer (CFO), or designee, will schedule a time for the review of the file. Examination of the file must be done in the presence of the CFO, or designee. An employee may review the file no more than twice per year unless the employee is subject to discipline or involuntary termination.

2.37 Management Rights

Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions, including the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith.

2.38 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.

2.39 Accommodations

Employees or applicants requesting a responsible accommodation for a disability should contact the Director of Employment Services.

2.40 School Board Functions and Policies

Notwithstanding any provision of this *Handbook*, the School Board, on behalf of the electors of the District, retains and reserves unto itself all powers, rights, authority, responsibilities, and duties conferred upon and vested in it by the laws and constitutions of the State of Wisconsin and the United States.

Section 3: GRIEVANCE PROCEDURE

Employees shall use the following procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues. Days, as used in this section of the *Handbook*, means "calendar days".

3.1. General Requirements

- a. An employee may only initiate a grievance regarding employee termination, employee discipline or alleged workplace safety issues.
- b. The term "employee termination" as used in this section, shall not include the following:
 - i. layoffs;
 - ii. workforce reduction activities;
 - iii. voluntary termination including, without limitation, quitting or resignation;
 - iv. job abandonment;
 - v. end of employment due to disability;
 - vi. retirement;
 - vii. non-renewal under state statutes, sec. 118.22; or
 - viii. end of employment and/or completion of assignment of a temporary, seasonal, contract, daily assignment, substitute, or replacement employment relationship.
- c. The term "employee discipline," shall include any employment action that results in suspension with loss of pay, reduction in pay, reduction in other benefits, or other forms of discipline that result in a demotion and/or adverse financial impact to the employee.
- d. The term "employee discipline," as used in this section, shall not include the following:
 - i. plans of correction or performance improvement;
 - ii. performance evaluations or reviews;
 - iii. documentary letters or other documentation of employee acts and/or omissions in an employment file;
 - iv. oral or written reprimands or warnings;
 - v. administrative suspension with pay;
 - vi. non-disciplinary wage, benefit or salary adjustments; or,
 - vii. other non-material employment actions.
- e. The term "workplace safety" as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

3.2. Timelines

- a. The employee must file a written grievance within fifteen (15) days of the termination, discipline or actual or reasonable knowledge of an alleged workplace safety issue. The grievance must be in writing on forms prescribed

by the District. The grievant must discuss the issue with his/her immediate supervisor at least seven (7) days prior to filing the written grievance.

- b. The superintendent, or designee, will meet with the grievant within twenty (20) days of receipt of the written grievance. A written response will be made within seven (7) days of the meeting.

3.3. The written grievance must contain:

- a. a statement of the pertinent facts surrounding the nature of grievance;
- b. identification of any witnesses of the alleged incident;
- c. the date and time the incident occurred;
- d. the steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion;
- e. the specific requested remedy; and,
- f. the workplace safety rule alleged to have been violated, if applicable.

3.4. The administration's written response to the grievance must contain:

- a. a statement of the date the meeting between the administrator and grievant was held;
- b. a decision as to whether the grievance is sustained or denied;
- c. in the event the grievance is denied, a statement outlining the timeline to appeal the denial.

3.5. Impartial Hearing

- a. The grievant may file an appeal to an Impartial Hearing Officer (IHO) by giving written notice to the Administrator who initially met with the grievant, within fifteen (15) days of the administrator's response. A mutually agreeable hearing date will be coordinated between the District representative, the Impartial Hearing Officer and grievant. If a mutually agreeable date and time cannot be established, the IHO will select the date and time for the hearing.
- b. The Impartial Hearing Officer shall file a written response, delivered simultaneously to the District and grievant, within forty-five (45) days of the hearing date.
- c. The non-prevailing party may file a request for School Board review of the Impartial Hearing Officer's decision within fifteen (15) days of receipt of the Impartial Hearing Officer response. The School Board shall make a decision regarding whether or not a hearing will be held within forty-five (45) days of the appeal. A decision will be made within ninety (90) days of the filing of the appeal.
- d. All timelines may be extended by mutual agreement.

3.6. Impartial Hearing Officer Selection:

The District shall select the Impartial Hearing Officer (IHO). The IHO shall not be an employee of the district. The IHO may be an employee of another district, a retired school administrator, a lawyer, a professional mediator/arbitrator, or other qualified individual. The cost of the IHO will be the responsibility of the District.

3.7. Impartial Hearing Officer Standard of Review:

- a. The decision of the administrator must not be arbitrary or capricious. A decision will not have been arbitrary or capricious if it was made in the best interest of the District. The Rules of Evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence.
- b. The Impartial Hearing Officer's written recommendation to the grievance must contain:
 - i. a statement of the pertinent facts surrounding the nature of the grievance;
 - ii. a recommendation as to whether the grievance is sustained or denied, with the rationale for the recommendation;
 - iii. a statement outlining the timeline to appeal the recommendation;
 - iv. the IHO must sustain or deny the decision of the administrator. Authority is not given to modify the decision made by the administrator. Authority is not given to grant in whole or in part the specific request of the grievant.

3.8. Appeal to the School Board:

- a. The School Board may decide, in each situation, whether it will review the record and make a decision, assign an independent hearing officer to create a recommendation for the School Board's review, or hold a new hearing and make an independent decision. The manner of review is the sole choice of the School Board.
- b. The School Board's written decision regarding the grievance must contain a decision as to whether the grievance is sustained, denied or modified.

3.9. Process

- a. Grievances will be processed per the provided timelines.
 - i. An employee may advance a grievance to the next step if a response is not provided within the designated timeframes.
 - ii. An employee may not file or advance a grievance outside of the designated timeframes.
 - iii. The administrator assigned to the grievance may advance a grievance to the next step at the written request of either the employee or the supervisor.
- b. Grievance meetings / hearings held during the employee's off-duty hours will not be compensated.
- c. Granting the requested or agreed upon remedy resolves the grievance.
- d. The decision of the School Board is final and not subject to further review

Section 4: PAYROLL PROCEDURES

4.1 Pay Periods

Normal pay dates will be the 10th and 25th of each month, 24 pay cycles per fiscal year. If the normal pay date falls on a holiday or weekend, the pay date will be the previous business day. Employees on a ten (10) month schedule will receive pay equivalent to an additional 4 pay cycles in the month of June.

4.2 Pay Calculation

- a. Employees receiving an individual contract from the District will be paid in equal amounts on each pay period starting with the first pay period after the effective date of the contract to the end of the current fiscal year.
- b. Employees receiving a *Notice of Work Assignment* that have a regular work schedule and are offered and elect to receive their pay on an annualized (salary) basis will be paid in equal amounts, based on approved number of hours times their approved hourly rate, for the number of remaining pay periods in the fiscal year. Creation of a salary as a basis of payment does not exempt the employee from the Fair Labor Standards Act. The district reserves the right to make adjustments in final pay for absences and / or additional hours as required and / or permitted by law.
- c. Employees receiving a *Notice of Work Assignment* that are not offered or, if offered, do not elect to be paid on an annualized (salary) basis, shall complete a time record of dates and hours worked as prescribed by the District.

4.3 Direct Deposit

- a. Employees will be paid by direct deposit only. An employee will not receive his/her pay unless a properly executed *Direct Deposit Payroll* form has been received by the payroll office not less than 10 days before the normal pay date, as set forth in the payroll calendar, indicating the proper financial institution routing number and account number to which the deposit is to be made.
- b. It is the employee's responsibility to inform the payroll office of changes in direct deposit not less than 10 days before the change becomes effective.

4.4 Payroll Forms

- a. Employees shall complete all required payroll forms such as time records, payroll information forms, federal and state tax and employment forms and submit to the payroll office in accordance with established procedure.
- b. Failure to submit time records in accordance with the payroll calendar can delay payment. Failure to submit time sheets within 30 days of completion of a work period may result in loss of pay, as permitted by federal and state law.

4.5 Mileage and Expense Reimbursements

- a. Reimbursement for mileage and other expenses will be made only if the expense is approved in advance by the employee's supervising administrator. Reimbursement claim forms must be submitted within 30 days of the occurrence of the expense. Failure to submit claim forms in a timely manner may result in denial or delay in processing of the claim.
- b. Reimbursement for mileage and expenses approved in advance and incurred on approved district business will be included as part of the employee's payroll direct deposit, at the discretion of the District. Reimbursement will be made on the 2nd direct deposit of each month for approved reimbursement claim forms received by the business office by the 6th of the month.

4.6 Pay While on Worker's Compensation

- a. An employee off work for a compensable injury for less than 8 days will receive his/her regular pay for up to 3 consecutive days of the absence. Following the 3 days, the employee will receive his//her worker's compensation payment from the worker's compensation insurance company. Employees will receive all his / her compensation from the insurance company for compensable injury absences of 8 days or more.
- b. An employee's pay and leave balances will be adjusted according to final worker's compensation pay determination.
- c. Eligible FMLA leave will be reduced while an employee is absent due to compensable injury or illness to the extent permitted by law.

Section 5: LEAVES of ABSENCE

5.1 General Leave Conditions

- a. Eligibility for leaves of absence is based on an employee's classification and full-time equivalency (FTE) unless otherwise specified in the employee's individual contract or *Notice of Work Assignment*. General provisions described herein do not create eligibility for a leave contrary to such criteria.
- b. Seasonal, casual and temporary employees do not receive paid leaves of absences. A temporary increase or decrease in an employee's FTE will not result in a change in eligibility or cost sharing.
- c. Leave is accrued on an hourly basis for eligible employees. Eligibility and the percentage of accrual is determined by the work calendar to which the employee is assigned.
- d.
- e. Requests for a leave of absence shall be submitted for approval to the employee's supervisor not less than two (2) weeks in advance of the beginning of the leave, unless the leave is for sickness or injury, the onset of which does not allow for a two week notice, or a longer period is specified below.

5.2 Deemed Resignation

- a. Any employee who is absent from work for five (5) days or more for other than an approved leave shall be deemed to have resigned his/her position and waived any and all rights to further employment by the District.
- b. In the event employee does not return to work following the expiration of an approved leave s/he will be deemed to have resigned his/her position and waived any and all rights to further employment by the District.
- c. In the case of a contracted employee (licensed educators and administrators), the District may choose to consider such absence a breach of the individual contract of employment and may enforce the liquidation clause provisions of that contract, reject the deemed resignation and non-renew the contract, or reject the deemed resignation and enforce the terms of the individual contract, thereby preventing the employee from accepting employment in another school district pursuant to Wis. Stats., or any combination of the above. The District's decision will be communicated in writing.

5.3 Holidays

- a. Twelve Month Employees. Twelve month employees with a normal work schedule of 1,920 hours or more will be granted 10 paid holidays, as designated by the District, per year. Generally, paid holidays will include January 1, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24, 25 and 31st and one additional day designated by the District each year.
- b. Ten Month Employees. Ten month employees with a normal work schedule of 1,520 hours or more will be granted 3 paid holidays, as designated by the District, per year. Generally, paid holidays will include Thanksgiving Day, Memorial Day and one additional day designated by the District each year
- c. If a holiday falls on a weekend, the District may, in its sole discretion, designate a different paid holiday.
- d. Full-time employees hired mid-year will be eligible for the remaining scheduled paid holidays.

5.4 Jury Duty

- a. Employees required to serve on jury duty during their regular work schedule will continue to receive their regular pay for the duration of their jury duty service. To be eligible for continued regular pay the employee shall:
 - i. notify his/her immediate supervisor on the next business day after receipt of notice of jury duty, and
 - ii. arrange for a substitute employee as required by established procedures.
- b. Employees will provide the district with documentary evidence of jury duty service.

5.4 Sick Leave

- a. Full-time employees new to the district will receive 40 hours sick leave upon their first day of work.
- b. Full time eligible employees will receive 4 hours sick leave on the 25th of the month for every month in which the employee is actively at work (not on an unpaid leave of absence).
- c. Sick leave hours that are unused at the end of the fiscal year will be applied to the employee's individual accumulated sick leave balance, to a maximum of 360 hours, full or part-time.
- d. Employees may use sick leave for:
 - i. personal illness, injury or serious health condition of the employee;
 - ii. illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a disability as set forth in Wisconsin Administrative Code section PI 11.02(23);
 - iii. the serious health condition of a spouse, child (including step and foster children) or parent; or
 - iv. health care appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
- g. When an employee becomes eligible for benefits under the District's long-term disability program the employee will no longer receive sick leave.
- h. When possible, employee shall inform his/her supervisor prior to, or within the two (2) hours of his/her normal daily starting time, of his/her need to be absent. The employee may be required, at the superintendent's, or designee's, discretion, to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work.
- i. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.
- j. In the event that a paid holiday falls within a period when an employee is on sick leave, the absence shall be charged as a paid holiday and not deducted from the employee's sick leave balance.
- k. If an employee is on sick leave greater than the number of days accumulated, the District will charge the employee's accrued paid time off prior to docking pay.

5.5 Paid Time Off

- a. Paid time off may be used for sick, emergency, bereavement, vacation or other personal reasons.
- b. Paid time off is posted in hours based on an employee's eligibility,

- c. An employee on an approved extended leave of absence from the prior year will not have the specified hours posted until s/he returns from such leave, at which time the hours will be prorated for the duration of the year.
- d. Paid time off for other than full-time, full-year eligible employees will be prorated based on the percentage of work days / hours as compared to other employees on the same work calendar.
- e. Eligible twelve month employees will receive paid time off in accordance with the provisions below.
 - i. Paid time off is available to a returning employee as of July 1 (posted on the 1st pay date in July), but earned throughout the year. If an employee works less than the full year his / her leave will be prorated and a pay adjustment will be made as necessary.
 - ii. First year of employment. Newly hired full-time eligible employees will receive 4 hours for every full-month of expected employment from their date of hire through the following June 30, such time to be posted on the first day of their first full month of employment with the District.
 - iii. Second, third and fourth year. Eligible full time employees will be granted 80 hours on the first day of each fiscal year.
 - iv. Fifth through ninth year of continuous employment. Employees will be granted 120 hours on the first day of the fiscal year.
 - v. Tenth year and beyond. Employees will be granted 160 hours on the first day of the fiscal year.
 - vi. Paid time off that is unused at the end of the year expire as of June 30 and cannot be carried forward unless approved by the Chief Finance and Operations Officer, or designee.
- f. Eligible Ten month employees will receive paid time off in accordance with the provisions below.
 - i. Eligible full-time employees will be granted 32 hours of paid time off as of the first regular pay date in September. These hours are available as of September 1.
 - ii. If the term of employment is less than 10 months, the number of hours will be prorated based on the percentage of days remaining in the employment term as compared to other employees on the same work calendar.
 - iii. If the employee leaves his/her position with the district before the end of the year and has used paid time off leave, the district will reduce the employee's final pay for any unearned leave.
 - iv. Paid time off days that are unused at the end of the fiscal year will be applied to the employee's individual accumulated sick leave account, to a maximum of 360 hours. Paid time off days that are unused at the

end of the year expire as of June 30 and cannot be carried forward if the employee has accumulated sick leave of 360 hours or greater.

5.6 Medical Leave

- a. A medical leave of absence may be requested on behalf of an employee or another member of the employee's family, on the same basis as provided by the federal or state Family Medical Leave Act. Approval of such a leave of absence is in the sole discretion of the District.
- b. Requests for unpaid medical leave must be submitted sixty days (60) days prior to the anticipated beginning of the leave, unless the medical circumstance is of such a nature as to preclude the 60 day notice, and must be accompanied by a physician's statement attesting to the medical condition 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 twelve (12) months.
- c. The employee shall be eligible to return to duty from an unpaid medical leave of absence for himself / herself when he/she is physically able provided:
 - i. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.
 - ii. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict the statement of the District's selected physician shall prevail.
- d. The term of medical leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.
- e. Employees on leave under the federal or state Family Medical Leave Act shall use their accrued sick leave, followed by accrued paid time off, if any, prior to being unpaid:
 - i. Unless provided otherwise in the respective federal or state law.
 - ii. An employee may reserve up to five (5 days) sick leave for use upon return to work.

5.7 Unpaid Leave

- a. Requests for an unpaid leave of absence must be submitted to the Employment Services Office, on forms and in the manner specified by the District, at least sixty (60) days prior to the anticipated beginning of the leave, except as provided below. Such application will be reviewed and submitted to the School Board for action. Unpaid leave shall be granted or denied in the sole discretion the District, in conformance with law.
- b. Benefits during leave:

- i. Employer paid benefits are not continued during an unpaid leave, except as required under federal or state law.
 - ii. The employee may continue health insurance during the leave of absence by remitting the full premium or premium equivalent amount to the District, in the manner prescribed by the District. The continuation of health insurance at the employee's expense is contingent upon the health benefit plan allowing such. If the premium / premium equivalent is not received by the first of the month, the employee's insurance coverage shall be terminated.
 - iii. During the unpaid leave, the employee shall retain accumulated sick leave, but shall not accrue additional leave.
 - c. Employee shall notify the Employment Services Office of his/her intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice, s/he will be deemed to have resigned from his/her position with the District as of the expiration date of the leave.
 - d. Child Rearing Leave:
 - i. Requests for an unpaid child rearing leave of absence must be submitted to the human resource office at least sixty (60) days prior to the anticipated beginning of the leave, 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.
 - ii. Child rearing leave requests must be accompanied by acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work.
 - iii. The maximum length of child rearing leave shall be:
 - Child born or adopted during the summer vacation – the following two semesters.
 - Child born or adopted during the first semester – the balance of that semester plus the second semester.
 - Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.
 - Shorter leave and/or an early return from the leave shall only be upon approval by the District.
 - iv. The term of child rearing leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

e. Uniformed Services Leave:

- i. The School Board shall grant unpaid leave to employees performing duty, whether voluntary or involuntary, in a uniformed service in accordance with federal and state law.
- ii. Uniformed services consist of the following:
 - Army, Navy, Marine Corps, Air Force and Coast Guard
 - Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve
 - Army National Guard and Air National Guard
 - Commissioned Corps of the Public Health Service
 - Any other category of persons designated by the President in time of war or emergency
- iii. Duty in a uniformed service means:
 - active duty and active duty for training;
 - initial active duty for training;
 - inactive duty training;
 - full-time National Guard duty;
 - absence from work for an examination to determine a person's fitness for any of the above types of duty;
 - funeral honors duty performed by National Guard or Reserve members; and
 - duty performed by intermittent employees of the National Disaster Medical System (NDMS), when activated for a public health emergency, and approved training to prepare for such service.
- iv. Requests for leave for uniformed service shall be submitted to the human resource office with a copy of the military order so requiring such service as far in advance as possible.
- v. Employees returning from duty in a uniformed service shall have reemployment rights in the same or a similar position, as determined by the District, held prior to entering service.

f. Other

Request for an unpaid leave of absence for other than medical or child rearing purposes shall be submitted to the human resource office not less than ninety (90) days prior to the anticipated beginning of the leave. Approval of the leave and its duration is at the sole discretion of the District.

5.8 Return from 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 6: EMPLOYER PAID BENEFITS

6.1 General Provisions

- a. Eligibility for employer paid benefits is determined by an employee's classification and full-time equivalent (FTE) status, unless otherwise specified in the employee's individual contract or *Notice of Work Assignment*. General provisions described herein do not create eligibility for a benefit contrary to such criteria.
- b. Seasonal, casual and temporary employees do not receive employer paid benefits unless stated otherwise in their individual contract or *Notice of Work Assignment*. A temporary increase or decrease in an employee's FTE will not result in a change in eligibility or cost sharing.
- c. Student workers do not pay social security or Medicare taxes while engaged in a work study or cooperative work program related to their instructional program with the District. Student work assignments expire at the end of the assignment or end of term in which the employee is no longer a student in the District, whichever is earlier.

6.2 Flexible Spending Account

An Internal Revenue Service qualified flexible spending account (FSA) that permits a voluntary reduction of salary to be set aside to cover eligible medical and dependent care expenses on a tax favored basis will be offered to employees. Employees are automatically enrolled in the insurance premium provision of the FSA, consistent with applicable law. Full-time employees, as defined by the Affordable Care Act, are eligible , to enroll in the medical and dependent care FSA.

6.3 Tax Sheltered Annuity Program

- a. An Internal Revenue Service qualified tax sheltered annuity (TSA) program will be offered to eligible employees who desire to execute a salary reduction agreement to make contributions to a qualified TSA. This program is open to employees:that will contribute not less than \$200 to the TSA within the next 12 month period.
- b. The District will determine vendors from which the employee may choose to make contributions. Employees may modify their contribution no more than three (3) times per year.

6.4 Employee Assistance Program

The District, in its discretion, may offer an employee assistance program at no cost to employees. The vendor and benefits shall be selected by the District.

6.5 Employee Wellness Program

- a. Employees, retirees and their spouses may participate in the District's wellness program. The District's selected contractor / employee that administers the wellness program shall maintain employee health and medical information in strict confidence and shall not provide such information to any unauthorized person as required by School Board policy.
- b. Employees, retirees and their spouses over the age of 65 are not required to participate in the wellness program to be eligible to receive the wellness benefit. Retirees and their spouses who are under age 65 may receive a wellness screening waiver if they provide satisfactory evidence of appropriate medical oversight to the Wellness Coordinator, on forms and in the manner prescribed by the District.
- c. If it is unreasonably difficult, due to a medical condition, for an employee to achieve the established wellness standards, or if it is medically inadvisable for the employee to attempt to achieve the standards under this program, the District will work with the employee to develop an alternative qualification for the Wellness HRA / FSA.

6.6 Health Benefit Program

- a. The District may offer a health benefit program that includes medical (including prescription drug and Wellness HRA), vision and dental coverage to eligible employees under terms and conditions as established by the District.
- b. Employees eligible for the health benefit program will be provided benefits in accordance with this section if they enroll in either single, single +1 or the family plan within thirty (30) days of their first date of employment.
 - i. The District's health benefit program. The benefit program's coverage will be selected and determined by the District. The District shall have sole discretion to determine whether the program will be self-funded or insured and will have sole-discretion for selection of the carrier or carriers for insured programs. Employees with a benefit FTE of 75% or greater as identified on the work calendar to which the employee is assigned are eligible to enroll in either single, single +1 or the family plan.
 - ii. Notwithstanding the above, an employee with less than 75% benefit FTE and with a regular work assignment of 30 hours or more per week, as defined by the Affordable Care Act, are eligible to enroll as follows:
 1. Single health benefit plan with a payment of not greater than 9.5% of their regular gross wages.
 2. Single +1 or family plan by the paying the full cost differential above the cost of the single plan.
 3. Vision and / or dental plan by paying the full cost of the benefit.
- c. The Health Benefit Program enrollment will be effective the first day of employment.

- d. An eligible employee may elect to enroll in all health benefits or in the medical, vision or dental plan only, or a combination thereof.
- e. The District will pay the monthly premiums / premium equivalents for eligible full-time employees to the maximum amounts established by the District. The District will pay pro-rated monthly premiums / premium equivalents for eligible part-time employees. Employees shall pay the difference between the District paid amounts and the established premiums / premium equivalents through a payroll deduction, unless they are on an approved leave of absence, in which case the payment will be made as specified by the District.
- f. Employees, whether part-time or full-time, and their spouses, enrolled in the medical benefit program that are not nicotine free for at least twelve (12) months shall pay a surcharge of \$75.00 per month of the medical benefit plan premium / premium equivalent. The surcharge is applied separately for the employee and the employee's spouse, for a total of up to \$150.00.
- g. Employees, retirees and spouses covered by the District's medical benefit program that actively participate in the District sponsored employee wellness program will receive reimbursement, through a health reimbursement arrangement (HRA), of a portion of the medical plan uninsured costs to a maximum amount established by the District.
 - i. Active participation means:
 - Annually complete a District selected health risk assessment, including biometrics;
 - Refrain from use of illegal drugs; and
 - Active engagement in a program to reduce identified risk factors, including, but not limited to, coaching, diet modification, behavior interventions, follow-up medical care and smoking cessation.
- d. Employees eligible for the medical benefit plan that are not enrolled and that participate in the employee wellness program will be receive a non-elective, employer contribution to the District selected flexible spending account, to a maximum amount established by the District.
- e. Employees married to each other may be enrolled in either two single plans, one single +1 plan or one family plan.
- f. The District will terminate health benefit coverage for an employee and his / her enrolled spouse and dependents as follows:
 - i. 10 month employees that (1) work through their last assigned day, (2) complete all duties and responsibilities and (3) pay their share of costs, if any, will receive continued coverage, on the same basis as covered on their last day of active work, through August 31.
 - ii. 12 month employees and any 10 month employee that terminates employment prior to their last assigned day will receive coverage, on the same basis as covered on their last day of active work, through the last day of the month in which they work one or more days if (1) they

complete all duties and responsibilities and (2) pay their share of costs, in any.

6.7 Life Insurance

- a. The District will offer group term life insurance in an amount of one times salary to eligible employees. The District will pay one-half (50%) of the life insurance premium for eligible employees that enroll in and agree to pay the balance of the total premium cost.
- b. Employees are eligible for life insurance if they have a normal work schedule of 600 hours or greater per year as specified in the Notice of Work Assignment (NOWA) and are employed in a category other than,
 - i. Pre-school teachers
 - ii. Limited term employees
 - iii. Seasonal, casual and temporary employees
- c. Employees eligible for life insurance may elect coverage for their spouse and other dependents, as permitted by the life insurance carrier, at their own cost.
- d. The life insurance is available to employees after a 6 month waiting period.

6.8 Long-term Disability

- a. The District will provide long-term disability insurance for eligible employees with a regular work schedule of six-hundred (600) hours or more per fiscal year as specified in the Notice of Work Assignment (NOWA). The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.
- b. The disability insurance policy will pay 75% of the employee's regular wage while on disability, after a forty-five (45) calendar day waiting period. Regular wages do not include extra or overtime, compensation for added responsibilities, strategic compensation that is not part of the employee's regular salary, or bonus pay.
- c. Employees on disability will be continued on the District's health benefit program on the same basis as enrolled immediately prior to the disability for a maximum of twenty-four (24) months.
- d. Employees that return to work from disability in twenty-four (24) months or less may be returned to his/her former position, if available. If the former position is not available, as determined by the District, the employee will 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 reduction in force, whichever is applicable.
- e. Employee eligibility to return to work after twenty-four (24) months of disability will be determined by the District.

6.9 Wisconsin Retirement System (WRS) Contribution

- a. Employees will be enrolled in the Wisconsin Retirement System (WRS) in accordance with provision and rules of the WRS. The District will withhold the employee's required contribution from the employee's pay on a pre-tax basis.

- b. Employees receiving an annuity from the WRS shall complete ETF Form ET-2319, REHIRED ANNUITANT ELECTION and submit to the payroll office prior to receiving their first pay check from the District.
- c. The District will pay the required employer's contribution as determined by the WRS.
- d. Employees receiving a pension from the Wisconsin Retirement System that complete WRS Form ET-2319, Rehired Annuitant Election, may be eligible to enter into an agreement to designate a portion of their compensation to a non-elective tax sheltered annuity.

6.10 Voluntary Benefits

The District, in its sole discretion, may offer various voluntary benefit programs to employees. If offered, the cost of the voluntary benefit will be fully paid by participating individuals through payroll deductions.

6.11 Staff Parking

Employees will be provided parking at no cost.

Section 7: CONTRACTS, DISCIPLINE and NON-RENEWAL

7.1 Contracts

- a. Licensed educators and administrators will be issued contracts of employment as required by Wis. Stats. The contract shall specify the employee's compensation as well as other terms and conditions of employment. Provisions of the contract that are in conflict with provision of this *Handbook* shall have precedence over the *Handbook*.
- b. A licensed educator that resigns his / her contract shall be deemed to have also resigned from all additional assignments currently being performed or issued for future performance.
- c. The School Board may waive contractual liquidation amounts when an employee is unable to fulfill the terms of the contract due to:
 - i. Change in spouse's employment that results in relocation of 50 miles or greater from current place of employment.
 - ii. Death or medical condition that makes it impractical for the employee to fulfill the terms of the contract, and
 - iii. Any other reason approved by the Board, in its sole discretion.

7.2 Non-renewal

- a. Full-time teachers and administrators employed in the District are subject to nonrenewal as prescribed in Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of Wis. Stats. and is not covered by the grievance procedure of this *Handbook*.
- b. If the District reduces a position from full-time nonrenewal proceedings in compliance with Wis. Stats. will be followed.

- c. If non-renewal results in a new contract for part-time employment, the employee will be treated as a part-time employee for eligibility for benefits, however the employee's sick leave days accumulated prior to the reduction in hours will not be reduced.
- d. A non-renewed employee may be considered for re-employment if positions become available.

Section 8: PROVISIONS APPLICABLE ONLY for LICENSED EDUCATORS

8.1 Covered Employees

Employees required to have a contract under § 118.21, Wis. Stats. including teachers, librarians, guidance counselors, psychologists, occupational and physical therapists and speech pathologists are covered by the provisions of this section of this *Handbook*.

8.2 Tutoring

Licensed educators shall not tutor, for compensation (other than compensation from the District), any student currently enrolled in the staff member's class. No tutoring, for which a licensed educator member receives a fee, shall be performed during the staff member's work day nor on District property.

8.3 Hours of Work

The licensed educator is responsible for completion of their professional duties as set forth by the District, whether such duties are performed at the employer's work site or elsewhere. Specific work schedules, including hours and days of work and duties and responsibilities, will be established by the employee's supervisor, within these guidelines.

- a. The normal work day shall not start before 6:15a nor extend past 5:00p, except on dates designated in advance of the beginning of the first student day.
- b. The starting and ending times for employees are determined by the employee's supervising administrator. The normal work week for a full-time employee is 40 hours, exclusive of 30 minutes per day for a duty free lunch period, with occasional work requirements extending beyond 40 hours.
- c. The licensed educator shall be available to students before and after established student schedules for not less than a total of 30 minutes per day.
- d. The licensed educator may be given additional assignments during the work day to meet needs of the school or school district (e.g. subbing for another teacher, participation at an IEP meeting, performing an assigned duty). Such assignments will be without additional pay.
- e. The licensed educator will attend before and after school meetings and participate in professional growth opportunities as assigned.

- f. Notwithstanding the above, a teacher may work a flexible schedule outside established student contact time when doing so does not interfere with their professional obligations.

8.4 Work Assignments for Licensed Educators

- a. Assignments of work will be made by the District.
- b. Teachers required to travel between schools will receive the equivalent of .085 FTE for each one-way trip between schools.
- c. Licensed educators, as part of their professional responsibility, shall actively participate on at least one district level committee each year.

8.5 Post-employment Benefits

Employees with an FTE of 75% or greater and who submit a request for voluntary retirement to the Employment Services Office, on forms and in the manner specified by the District, on or before January 15 of the year in which they plan to retire, and who meet the requirements specified herein, will be eligible to remain in the District's health benefit program as described herein.

- a. Retirees are eligible to continue in the health benefit coverage (single, single +1 or family) in which they are enrolled at the time of retirement.
- b. The eligible retiree may enroll in the same health benefit program and under the same provisions as provided active licensed educators and will be affected by future changes to the health benefit program of active licensed educators, if any, at the discretion of the District.
- c. Coverage will be continued until the first to occur: (1) the eligibility of the retiree to enroll in comparable insurance through subsequent employment, (2) eligibility for Medicare, (3) the death of the retiree, (4) attainment of the maximum period of coverage as specified below.
- d. Employees with 20 years of full-time equivalent service to the District and who attain age 57 or greater on or before September 15, 2016, may continue in the group health benefit program for a maximum of eight (8) years with the District making the premium / premium equivalent contribution(s) on the same basis as active licensed educators for thirty-six (36) months. Following the period of payment on the same basis as active licensed educators, the District will pay up to \$420.00 per month for single coverage, \$920.00 per month for single plus one coverage and up to \$1250.00 for family coverage. To remain eligible for continued health benefits, the retiree will be required to pay the difference, if any, in accordance with procedures established by the District.
- e. Employees with 20 years of full-time equivalent service to the District and who attain age 57 or greater on or after September 15, 2016, may continue in the group health benefit plan for a maximum of five (5) years. The District will contribute up to \$420.00 per month for single coverage, \$920.00 per month for single plus one coverage and up to \$1250.00 for family coverage. To remain eligible for continued health benefits, the retiree will be required to pay

the difference, if any, in accordance with procedures established by the District. The District will not bill amounts of less than \$10 per month.

- f. Changes to premium / premium equivalents and / or maximum amounts paid by the district will be effective as of January 1 each year.

Section 9: GRANDFATHERED PROVISIONS

9.1. Application

All wages, hours and conditions of employment in effect prior to September 1, 2011 are null and void, except as listed here.

9.2. Prior Balance Accruals

Employees with accumulated leave greater than 360 hours as of the September 1, 2011 will be credited with the number of hours in excess of 360 to their individual accumulated sick leave balance. Such employees will not earn additional accumulated leave days until such time as their balance is less than 360 hours.

9.3. Benefit Eligibility

- a. Classified staff in the employee categories of elementary secretary, special education assistant, secondary library assistant, school nurse and food service workers who received employer paid benefits prior September 1, 2011 will be eligible to continue in the respective benefit programs based on a full-time equivalent of 1,520 hours.
- b. Staff members hired prior to July 1, 2015 with an FTE of greater than 60% but less than 75% will not loss eligibility to participate in the health benefit program as a result of the change in FTE eligibility to 75%.

Section 11: SAVINGS CLAUSE

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.

Schedule A - Employer Paid Benefit Amounts

A.1. Health Benefit Rates

The following rates for the District's health benefit programs (medical, including prescription drug, dental and vision) are effective January 1, 2015 through December 31, 2015. The District will pay the full premium equivalents for eligible full-time employees and a prorated amount for other eligible employees. The following rates are net of discounts offered for employees that qualify for the nicotine free discount.

Health Benefit Program	Benefit Code - Plan No	Monthly	Per Pay Period
24 pay frequency option			
Single			
Medical / drug	HMB - 01	390.00	195.00
Dental	HDB - 01	36.90	18.45
Vision	HVB - 01	3.70	1.85
Single + 1			
Medical / drug	HMB - 02	860.00	430.00
Dental	HDB - 02	73.80	36.90
Vision	HVB - 02	7.50	3.75
Family			
Medical / drug	HMB - 03	1,400.00	700.00
Dental	HDB - 03	118.00	59.00
Vision	HVB - 03	11.90	5.95
Nicotine free discount	HND - 01	75.00	37.50
20 pay frequency option			
Single			
Medical / drug	HMB - 04	468.00	234.00
Dental	HDB - 04	44.28	22.14
Vision	HVB - 04	4.44	2.22
Single + 1			
Medical / drug	HMB - 05	1,032.00	516.00
Dental	HDB - 05	88.56	44.28
Vision	HVB - 05	9.00	4.50
Family			
Medical / drug	HMB - 06	1,680.00	840.00
Dental	HDB - 06	141.60	70.80
Vision	HVB - 06	14.28	7.14
Nicotine free discount	HND - 02	90.00	45.00

A.2. Wellness Participation Reimbursement Rates

Wellness reimbursements include contributions to a health reimbursement arrangement (HRA) for individuals enrolled in the district’s health benefit program and non-elective payments to a tax sheltered annuity (TSA) for employees eligible for but not enrolled in the health benefit program. HRA payments include a primary and secondary reimbursement in accordance with the schedule below. Secondary reimbursements will be made for in-network, front end deductible only.

- a. Primary HRA \$400 single / \$800 family
- b. Secondary HRA \$1,100 single / \$2,200 family
- c. Non-elective TSA \$400 employee only

A.3. Other Benefit Rates for 2014-15 School Year

The following rates are believed to be accurate for the school year. However, renewal rates have not necessarily been negotiated as of the date of publication of this *Handbook*.

- a. Long-term disability insurance \$.0054
- b. Employee life insurance – district pays 50% of the following rates for employees that enroll in the group life insurance program. Rates are stated as the cost per \$1,000 of covered amount.
 - i. Less than age 40 ..249
 - ii. Age 40 and over ..583
- c. Dependent life insurance – employees enrolled in the optional life insurance program may enroll their dependents with the following deduction from their pay check:

Dependent life	Plan ID	Monthly	Per Pay Period
24 pay frequency option	LFDD - 01	2.00	1.00
20 pay frequency option	LFDD - 02	2.40	1.20

- a. Short-term disability insurance – employees may elect to enroll in a short-term disability program at their own cost. The cost is based on the amount of weekly benefit elected.

Short-term Disability (voluntary)	Plan ID	Monthly	Per Pay Period
24 pay frequency option			
Weekly benefit			
\$147.00	STD - 01	9.07	4.54
\$175.00	STD - 01	10.58	5.29
\$224.00	STD - 01	13.59	6.80
\$273.00	STD - 01	16.63	8.32
\$301.00	STD - 01	18.14	9.07
\$357.00	STD - 01	21.67	10.84
\$420.00	STD - 01	25.20	12.60
\$462.00	STD - 01	27.72	13.86
\$504.00	STD - 01	30.24	15.12
20 pay frequency option			
Weekly benefit			
\$147.00	STD - 02	9.07	5.44
\$175.00	STD - 02	10.58	6.35
\$224.00	STD - 02	13.59	8.15
\$273.00	STD - 02	16.63	9.98
\$301.00	STD - 02	18.14	10.88
\$357.00	STD - 02	21.67	13.00
\$420.00	STD - 02	25.20	15.12
\$462.00	STD - 02	27.72	16.63
\$504.00	STD - 02	30.24	18.14

Schedule B – Compensation

B.1. Pay Rates for Licensed Educators

- a. Additional compensation rates for licensed educators, effective September 1, 2015:
 - i. Teaching an additional class (overload) at the secondary level - \$4,750 per year.
 - ii. Itinerant direct instruction of students, including lesson preparation - \$26.50 per hour for regular educators.
 - iii. Itinerant direct instruction of students, including lesson preparation - \$30.00 per hour for special education.
 - iv. Itinerant direct instruction of students, including lesson preparation - \$35.00 for speech and language.
 - v. Performance of duties of a classified employee - \$15.00 per hour
 - vi. Participation in assigned professional learning - \$80 per ½ day
 - vii. Curriculum writing, professional learning planning / presentation, instructional design - \$215.00 / day.
 - viii. Extended days in primary regular assignment - \$275.00 / day
 - ix. Limited term (contract issued): general education - \$135.00 per day / \$16.90 per hour
 - x. Limited term (contract issued): special education - \$150.00 per day / \$18.75 per hour

B.2. 2015-16 Extra Compensation for Added Responsibilities (ECAR)

a. Elementary Activities

Level 1 (\$1,200)	Generally for full year activities with regular weekly involvement and not less than two evening performances (approximately 40 hours of work outside the normal contract day.
Level 2 (\$1,000)	Generally for full year activities with regular weekly involvement (approximately 40 hours of work outside the normal contract day.
Level 3 (\$600)	Generally for full year activities with regular weekly involvement (approximately 24 hours of work outside the normal contract day.
Level 4 (\$300)	Generally for full year activities with regular weekly involvement (approximately 12 hours of work outside the normal contract day.
Hourly (\$25)	

- b. Chemical Hygiene Officer - \$1,200 per year
- c. Secondary Athletics & Activities

- i. Extended Season Pay for sports with automatic regional qualification is applicable for weeks following the regular WIAA established regional dates.
- ii. Extended Season Pay for sports that do not have automatic regional qualification is applicable for weeks following the regular WIAA established season dates.
- iii. Extended Season Pay for other than sports is based on state or national competitions as described on the schedule.