

Stone Bank School District
Employee Handbook
2020-2021



Adopted by Board of Education: June 15, 2015, Revised July, 2018, Revised August 19, 2019, Revised August 17, 2020

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EMPLOYEE ACKNOWLEDGMENT:

My signature below indicates that I agree to read the Handbook and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in the “District Board Policies Manual and Administrative Regulations Handbook”. Each staff member will be provided with a copy of the Employee Handbook, and the Board Policies may be found on the district website. The information in this Handbook is subject to change. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this Handbook. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. I understand that this Handbook does not constitute an employment contract or alter my status as an at-will employee unless specifically addressed for certain employees within this handbook. I understand that nothing in this Handbook is intended to confer a property interest in my continued employment with the District beyond the term of my current contract or letter of assignment (if any). I understand that I have an obligation to inform the district office of any changes in my personal information, such as surname, phone number, address, etc. I also accept responsibility for contacting the District Administrator if I have any questions, concerns or need further explanation. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this Handbook, the contract shall govern with respect to that issue.

Printed Name _____

Signature _____

Date _____

School Year 2020-21

Administration will maintain this page in the employee’s personnel file. After the employee ceases employment with the District, the District will maintain this record pursuant to its records retention schedule, or for a period of no less than 7 years.

Welcome to Stone Bank School!

We welcome you as part of the Stone Bank team of educators and staff. Stone Bank School is a 4K-8 school with strong ties to the community. Parents are involved in promoting our school as is reflected in the annual increase of open enrollment families choosing Stone Bank School for their child's educational environment. Yesterday's Stone Bank students are today's Stone Bank parents, returning to our community and now having their children attend Stone Bank School.

We value your teaming dedication and commitment to our Stone Bank learning environment.

Gratefully,

Stone Bank Board of Education

TEAMWORK

The Board of Education and administration wants to provide quality education for students and a quality work experience for employees. Quality education involves teamwork among all employees in the District. Some important actions are:

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

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

DISTRICT'S MISSION AND VISION STATEMENTS

MISSION STATEMENT

We educate students in thoughtful, purposeful, and meaningful ways grounded in our tradition to foster lifelong growth.

DISTRICT VISION

Honoring the history of our community while empowering lifelong learners to find success by authentically engaging the joys and challenges of life.

DISTRICT EMERGENCY PROCEDURES

Should inclement weather or other emergency situation require the District to close school the following procedures shall be followed:

Employees will be notified via phone and/or email using Skylert, after the decision to close school has been made. Typically weather-related closing is determined by 5:00AM. Staff will be notified immediately after.

Employees may also monitor major local TV stations. These stations will usually start announcements at about 6:00 a.m. Stone Bank School will be included in the "Arrowhead Area Schools." Radio stations that are notified prior to 6:30 a.m. are: FM 94.5 WKTI; FM 94.1 WMLM; AM 1140 WISN; AM 620 WTMJ. The notice will also be posted on the school website.

SECURITY

In case of an emergency please contact:

- Ryan Krohn, District Administrator/Principal at 262-422-7115
- Andrew Joseph, Associate Principal at 859-619-9743
- Kristin Magnuson, District Secretary, at 262-893-8381
- Karrie Beth, School Secretary, at 262-370-6423
- Chase Anderson, Head Custodian at 262-622-2149

DISTRICT ACADEMIC CALENDAR

School Calendar: The school calendar shall be determined by the Board. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc. shall be at the discretion of the Board. Current calendar can be found on the school webpage at www.stonebank.k12.wi.us.

Part 1:

Provisions Applicable to All Employees



NOTICE OF NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES

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

NOTICE OF NONDISCRIMINATION AND EQUAL EDUCATIONAL OPPORTUNITIES

The Board of Education is committed to providing an equal educational opportunity for all students in the District.

The Board does not discriminate on the basis of race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex, (including transgender status, change of sex or gender identity), or physical, mental, emotional, or learning disability ("Protected Classes") in any of its student program and activities.

DISTRICT COMPLIANCE OFFICERS

The Board designates the following individuals to serve as the District’s "Compliance Officers" (hereinafter referred to as the "COs").

Beth Wartzenuft Curriculum Coach N68 W33866 County Road K Oconomowoc, WI 53066 262-966-2900 b.wartzenuft@stonebank.k12.wi.us	Andrew Joseph Associate Principal N68 W33866 County Road K Oconomowoc, WI 53066 262-966-2900 ext. 4030 a.joseph@stonebank.k12.wi.us
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The COs are responsible for coordinating the District’s efforts to comply with the applicable Federal and State laws and regulations, including the District’s duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination in

Employment Act of 1975, and the Genetic Information Nondiscrimination Act (GINA) to students, their parents, staff members, and the general public.

PREAMBLE AND DEFINITIONS

ABOUT THIS HANDBOOK

This Handbook is provided as a reference document for the Stone Bank School District's (hereinafter referred to as "District") employees.

Disclaimer: The contents of this Handbook are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guarantee of continued employment. Notwithstanding any provisions of this Handbook, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this Handbook or individual contract.

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

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

Definitions:

- A. Administrative Employees: "Administrative Employees" are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. Casual Employees: "Casual Employees" are defined as persons who are not scheduled to work on a regular basis and/or a student Teacher whose employment will terminate with the loss of his/her student status.
- C. Discipline: "Discipline" is defined as a suspension [unpaid or paid], or a written reprimand.

- D. Regular Employees: “Regular Employees” are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
- a. Regular Full-time Employee: “Regular full-time employees” are defined as one who works 40 hours or more hours per week for a school year or more per year.
 - b. Regular Part-time Employee: “Regular part-time employees” are defined as one who works in a school year or more, but less than 40 hours per week for a school year or more per year.
 - c. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.
- E. Seasonal Employees: “Seasonal employees” are those employees who are hired for a specific period of time usually related to the seasonal needs of the District.
- F. If seasonal employment is available, the District may offer seasonal employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.
- G. The terms and conditions of employment for seasonal work shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular Teacher during a seasonal assignment shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
- H. Supervisor: The District will identify the position (s) that is the individual employee’s supervisor on the employee’s job description
- I. Teachers: “Teachers” are defined as persons hired under a contract under §118.21 Wis. Stats.
- J. Temporary Employees: “Temporary Employees” are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.
- K. Termination: “Termination” is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. Termination” includes nonrenewal of a contract under section 118.22, Wis. Stats. or section 118.24, Wis. Stats., for failing to meet the District’s performance expectations, but excludes separation from employment or nonrenewal as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment. Termination results in involuntary separation with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include, for instance, voluntary retirement or voluntary resignation.

GRIEVANCE PROCEDURE

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

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

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

- the name and position of the grievant;
- a clear and concise statement of the grievant;
- the issue involved;
- the relief sought;
- the date the incident or violation took place;
- the specific section of the Policy Manual alleged to have been violated;
- the signature of the grievant and the date.

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

District Administrator: This grievance shall fully state the details of the problem and suggest a remedy. The District Administrator shall, within five (5) working days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) working days. This step does not apply to any grievance related to action by the Board of Education that directly affects the grievant.

Hearing Before an Impartial Hearing Officer: In the event the matter is not resolved to the employee's satisfaction by the District Administrator, the employee may, within five (5) working days of the date of the written decision of the District Administrator, request in writing that the matter be referred for a hearing before an impartial hearing officer. If the District Administrator denies the grievance based on whether the grievance is timely or relates to a covered matter (i.e. workplace safety, discipline or termination), the matter shall be referred to the Board for determination of whether the grievance may proceed. If the Board determined that the grievance may proceed, it will then be referred to an Impartial Hearing Officer. The Board of Education shall appoint a hearing officer for the purpose of conducting the hearing. The Board may appoint a hearing officer or panel of potential hearing officers from which to select an officer for this purpose either on an ad hoc basis or by resolution adopted for a school year and

delegate to the District Administrator the responsibility to arrange for such hearing with one of the selected officers.

Each grievance shall be heard by a single hearing officer and such hearings shall be private. The employee and the District may present witnesses, and each side may select one individual to attend the hearing as a representative. Any employee representative selected shall be at no expense to the District.

The Hearing Officer may only consider the matter presented to him/her in the initial grievance filed by the employee. The decision will apply exclusively to the employee presenting the grievance. The Impartial Hearing Officer shall have authority to run the hearing, including administering oaths, admitting evidence into the record, providing for transcription, etc. The Officer may not modify any Board policy and may not issue decisions on matters not presented to the District Administrator in the initial grievance. Any costs incurred by the impartial hearing officer shall be paid by the District.

Board of Education:

In the event that either party is dissatisfied with the hearing officer's decision, that party may within ten (10) working days, present the grievance in writing to the Board, who shall consider the matter within thirty (30) working days after its receipt, unless postponed by mutual agreement. The Board shall review the decision of the impartial hearing officer and may either issue a decision or determine that additional evidence or testimony is necessary and provide for a hearing for that purpose.

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

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

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

"Workplace safety" means those conditions related to physical health and safety of employees enforceable under Federal or State law, or District rule related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risks.

"Termination" does not include voluntary resignation or retirement, or nonrenewal of an employment contract pursuant to 118.22 and 118.24 Wis. Stats., nor does it include position elimination due to a reduction in force under Policy 3131.

"Employee discipline" refers to unpaid suspensions, written reprimands, or demotion, but excludes performance conferences/evaluations, staff assignments, improvement plans, or oral counseling or reprimand unless a written record of the reprimand is placed in the employee's file.

General Personnel Policies

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

EMPLOYMENT

EMPLOYMENT OF MINORS: No one under eighteen (18) years of age will be employed without providing proper proof of his or her age

SECTION 504/ADA: PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT (Board Policy 1623, 2260, 3123, 4123)

The Board of Education prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, has a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

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

Compliance Officer(s):

The Board designates the following individual(s) to serve as the District's 504 CO(s)/ADA Coordinator(s)

Beth Wartzenuft
Curriculum Coach
N68 W33866 County Road K
Oconomowoc, WI 53066
262-966-2900
b.wartzenuft@stonebank.k12.wi.us

Andrew Joseph
Associate Principal
N68 W33866 County Road K
Oconomowoc, WI 53066
262-966-2900 ext. 4030
a.joseph@stonebank.k12.wi.us

The District COs are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from the District Cos.

The District COs will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure and will attempt to resolve such complaints.

The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA.

Complaint Procedures:

If a person believes that s/he has been discriminated against on the basis of his/her disability, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

In accordance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations ("Section 504"), employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation or misapplication of Section 504. In addition, employees will be notified of their right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

Internal complaints must be put in writing and must identify the specific circumstances or areas of dispute that have given rise to the complaint and offer possible solutions to the dispute. The complaint must be filed with a CO within the time limits specified below. The District's CO is available to assist individuals in filing a complaint.

Internal Complaint Procedure:

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination based upon disability. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights.

An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the CO.

If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the CO. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainer or someone authorized to sign for the complaint, describe the alleged discriminatory action in sufficient detail to inform the CO of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the CO for good cause.

The CO will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The CO will provide the complainer with a written disposition of the complaint within ten (10) work days. If no decision is rendered within ten (10) work days, or the decision is unsatisfactory in the opinion of the complainer, the employee may file, in writing, an appeal with the District Administrator. The CO shall maintain the District's files and records relating to the complaint.

The District Administrator will, within ten (10) work days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint. The District Administrator will render his/her decision within ten (10) work days of the hearing. The employee may be represented, at

his/her own cost, at any of the above-described meetings/hearings. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies. If it is determined that or the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

OCR Complaint:

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"). The OCR can be reached at:

U.S. Department of Education Office for Civil Rights Citigroup Center
500 W. Madison Street Suite 1475
Chicago, IL 60661
(312) 730-1560
FAX: (312) 730-1576
TDD: (877) 521-2172
E-mail: OCR.Chicago@ed.gov

Retaliation:

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 of the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

CO (504/CO) Training:

The District COs will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative guidelines and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities:

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice:

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's COs will be posted throughout the District and published in the District's recruitment statements or general information publications.

FAIR LABOR STANDARDS ACT AND WISCONSIN ADMINISTRATIVE CODE DWD 274.08:

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA] as authorized by the Wisconsin Administrative Code DWD 274.08. For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found in [Appendix C](#) Notification of rights under the FLSA is set forth in the employment poster section in Appendix F. Information regarding what pay deductions are allowed under the FLSA is found in Part II of this handbook.

FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")

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

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

IMMIGRATION LAW COMPLIANCE

The District is committed to employing only United States citizens and aliens who are authorized to work in the United States. Therefore, in accordance with the Immigration Reform and Control Act of 1986,

employees must complete an I-9 form before commencing work and at other times prescribed by applicable law or District policy. <http://ww.wuscis.gov/files/form/i-9.pdf>

PROHIBITED HARASSMENT

The Board of Education (Policy 3362) is committed to a work environment that is free of harassment of any form. The Board will not tolerate any form of harassment and will take all necessary and appropriate action to eliminate it. Any member of the School District community who violates this policy will be subject to disciplinary action, up to and including termination of employment. Additionally, appropriate action will be taken to stop and otherwise deal with any third party who engages in harassment against our employees.

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

The Board will investigate all allegations of harassment and in those cases where harassment is substantiated, the School Board will take immediate steps calculated to end the harassment, prevent its recurrence, and, if applicable, remedy its effects. Individuals who are found to have engaged in harassment will be subject to appropriate disciplinary action.

For purposes of this policy, "School District community" means individuals subject to the control and supervision of the Board including, but not limited to, students, teachers, staff, volunteers, and Board members, agents, contractors, or other persons.

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

Definitions:

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a school employee on the basis of the employee's Protected Characteristics:

- places a school employee in reasonable fear of harm to his/her person or damage to his/her property;
- is sufficiently severe, pervasive, and persistent so as to create a hostile working environment which materially alters the employee's working conditions from the perspective of a reasonable person similarly situated;
- has the effect of substantially disrupting the orderly operation of a school or any other aspect of the District's operations.

Sexual Harassment:

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is

defined as unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitutes sexual harassment when:

a supervisory employee engages in harassing behavior towards a subordinate employee, regardless of whether such conduct creates a hostile work environment;

acquiescence in or submission to such conduct is an explicit or implicit term or condition of employment;

an individual's acquiescence in, submission to, or rejection of such conduct becomes the basis for employment decisions affecting that individual;

such conduct is sufficiently severe, pervasive, and persistent such that it has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment;

consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism results in an adverse employment action for another employee or otherwise creates a hostile work environment;

inappropriate boundary invasions by a District employee or other adult member of the District into a student's personal space and personal life.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:
unwelcome sexual propositions, invitations, solicitations, and flirtations;
physical and/or sexual assault;

threats or insinuations that a person's employment, wages, promotions, assignments, or other conditions of employment may be adversely affected by not submitting to sexual advances;

unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, text messages, or social media postings;

sexually suggestive objects, pictures, videotapes, audio recordings, or literature, placed in the work or educational environment, which may embarrass or offend individuals;

unwelcome and inappropriate touching, patting, or pinching; obscene gestures;

a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;

remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;

consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment; and

verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

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

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

Boundary Invasions:

Boundary invasions may be appropriate or inappropriate. Appropriate boundary invasions make medical or educational sense. For example, a teacher or aide assisting a kindergartner after a toileting accident or a

coach touching a student during wrestling or football can be appropriate. However other behaviors might be going too far, are inappropriate and may be signs of sexual grooming.

Inappropriate boundary invasions may include, but are not limited to the following:

- hugging, kissing, or other physical contact with a student
- telling sexual jokes to students
- engaging in talk containing sexual innuendo or banter with students
- talking about sexual topics that are not related to curriculum
- showing pornography to a student
- taking an undue interest in a student (i.e. having a "special friend" or a "special relationship")
- initiating or extending contact with students beyond the school day for personal purposes
- using email, text-messaging or websites to discuss personal topics or interests with students
- giving students rides in the staff member's personal vehicle or taking students on personal outings without administrative approval
- invading a student's privacy (e.g. walking in on the student in the bathroom, locker-room, asking about bra sizes or previous sexual experiences)
- going to a student's home for non-educational purposes
- inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of student)
- giving gifts or money to a student for no legitimate educational purpose
- accepting gifts or money from a student for no legitimate educational purpose
- being overly "touchy" with students
- favoring certain students by inviting them to come to the classroom at non- class times
- getting a student out of class to visit with the staff member
- providing advice or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so
- talking to a student about problems that would normally be discussed with adults (i.e. marital issues)
- being alone with a student behind closed doors without a legitimate educational purpose

- telling a student "secrets" and having "secrets" with a student
- other similar activities or behavior

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

Religious (Creed) Harassment:

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working

environment. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin Harassment:

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

Age Harassment:

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

Race/Color Harassment:

Prohibited race/color-based harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race and/or color and when the conduct has the purpose or effect of interfering with the individual's work performance; or of creating an intimidating, hostile, or offensive working environment.

Disability Harassment:

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

Reports and Complaints of Harassing Conduct:

Members of the School District community and third parties, which includes all staff, are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a complaint shall file it with the District's Compliance Officer at his/her first opportunity.

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

Reporting procedures are as follows:

Any employee who believes s/he has been the victim of harassment prohibited under this policy is encouraged to report the alleged harassment to the appropriate school official as identified in Appendix D below.

Teachers, administrators, and other school officials who have knowledge of or receive notice that an employee has or may have been the victim of harassment prohibited under this policy shall immediately report the alleged harassment to the appropriate school official as defined in D below.

Any other person with knowledge or belief that an employee has or may have been the victim of harassment prohibited by this policy shall be encouraged to immediately report the alleged acts to an appropriate school official as identified in Appendix D below.

Appropriate school officials are as follows:

Any complaint under this policy shall be reported to the District's Compliance Officer unless the complaint is regarding the Compliance Officer. In such cases, the complaints shall be reported to the District Administrator, who shall assume the role of the District Compliance Officer for such complaints.

Any complaint under this policy regarding the District Administrator or Board Member that is received by the District Compliance Officer shall be referred to the School Board's legal counsel, who shall assume the role of the District Compliance Officer for such complaints.

The reporting party or complaint shall be encouraged to use a report form available from the Principal of each building or available from the District office, but oral reports shall be considered complaints as well. Use of formal reporting forms shall not be mandated. However, all oral complaints shall be reduced to writing. Further, nothing in this policy shall prevent any person from reporting harassment directly to the District Administrator.

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

District Compliance Officers:

The Board designates the following individuals to serve as the District's "Compliance Officers" (hereinafter referred to as the "COs").

Andrew Joseph
Associate Principal
N68 W33866 County Road K
Oconomowoc, WI 53066
262-966-2900 ext. 4030
a.joseph@stonebank.k12.wi.us

Beth Wartzluft
Curriculum Coach
N68 W33866 County Road K
Oconomowoc, WI 53066
262-966-2900
b.wartzluft@stonebank.k12.wi.us

A CO will be available during regular school/work hours to discuss concerns related to harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct.

The COs are assigned to accept complaints of harassment directly from any member of the School District community or a visitor to the District, or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a CO will begin either an investigation or the CO will designate a specific individual to conduct such a process. The CO will prepare recommendations or will oversee the preparation of such recommendations. All members of the School District community should report incidents of harassment that are reported to them to the CO within two (2) business days of learning of the incident.

Investigation and Complaint Procedure:

Any employee or other member of the School District community or visitor to the District who believes that s/he has been subjected to harassment or has witnessed harassment of another may seek resolution of his/her complaint through the procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of harassment was substantiated are set forth below.

Once the complaint process begins, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

Complaint Procedure:

An individual who believes s/he has been subjected to harassment hereinafter referred to as the "plaintiff", may file a complaint, either orally or in writing with a teacher, Principal, CO, District Administrator, or other supervisory employee. As noted above, any complaint received regarding the District Administrator or a Board member shall be referred to the Board's legal counsel, who shall assume the role of the CO for such complaints. Additionally, if the complaint is regarding a CO, the complaint shall be reported to the District Administrator, who shall assume the role of CO for such complaints.

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

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

All written complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be actively engaging in, harassment; a detailed description of the facts upon which the complaint is based; and a list of potential witnesses.

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

Upon receiving a complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the complainer from further harassment or retaliation including but not limited to a change of work assignment or schedule for the complainer and/or the alleged harasser. In making such a determination, the CO should consult the Complainant to assess his/her position to the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deem appropriate in consultation with the District Administrator. No temporary arrangements shall be disciplinary to either the complainer or respondent.

Within two (2) business days of receiving a complaint, the CO will inform the individual alleged to have engaged in the harassing conduct, hereinafter referred to as the "respondent", that a complaint has been received.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The respondent will be informed about the nature of the allegations and a copy of this policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Within five (5) business days of receiving the complaint, the CO will initiate a formal investigation to determine whether the complainer has been subject to offensive conduct/harassment.

Although certain cases may require additional time, the CO will attempt to complete an investigation into the allegations of harassment within fifteen (15) calendar days of receiving the formal complaint. The investigation will include:

interviews with the complainant;

interviews with the respondent;

interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

consideration of any documentation or other evidence presented by the plaintiff, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO shall prepare and deliver a written report to the District Administrator that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of harassment as provided in this policy and State and Federal law as to whether the plaintiff has been subject to harassment. The COs recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. The CO, with prior authorization from the District Administrator, may consult with the School Board Attorney before finalizing the report to the District Administrator.

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

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

The decision of the District Administrator shall be final. If the investigation results in disciplinary action, the employee subject to discipline is entitled to file a grievance pursuant to Board Policy 4340. Nothing in this policy shall be construed to prevent an employee from bringing a complaint before the Equal Employment Opportunity Commission or the Wisconsin Equal Rights Division.

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

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality:

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and all the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligation in an investigation of harassment. The School District will respect the privacy of the plaintiff, the respondent, and all witnesses in a manner consistent with the School District's legal obligations under State and Federal law. Confidentiality, however, cannot be guaranteed. All complainants proceeding through the formal investigation process should be advised that their identities may be disclosed to the respondent.

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

All public records created as a part of an investigation of a complaint of harassment will be maintained by the CO in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the State or Federal law will be maintained in a manner consistent with the law.

Sanctions and Monitoring:

The Board shall vigorously enforce its prohibitions against harassment by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable law. When imposing discipline, the District Administrator shall consider the totality of the circumstances. In those cases where harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

All sanctions imposed by the Board and/or District Administrator shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

Allegations Constituting Criminal Conduct:

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

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

Any reports made to local law enforcement shall not terminate the COs obligation and responsibility to continue to investigate a complaint of harassment. While the COs may work cooperatively with outside

agencies to conduct concurrent investigations, the harassment investigation shall not be stopped due to the involvement of outside agencies without good cause after consultation with the District Administrator.

Reprisal:

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

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

Miscellaneous:

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

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

Education and Training:

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

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

GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

DISTRICT EXPECTATIONS

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

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

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

ACCIDENT/INCIDENT REPORTS

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

ATTENDANCE

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

Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for in Skyward Financial/ Employee Access, designating the appropriate reasons. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such a day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

Employees who fail to provide adequate notice of tardiness using the notification procedures outlined above, and incur instances of unexcused tardiness as a result, will be subject to discipline up to and including discharge. "Tardiness" is defined as failing to report to work at the scheduled start time of an employee's shift or workday, including failing to report back to work on time after a scheduled lunch or break period, without having preapproval to report late from an immediate supervisor. Tardiness may also include any instances where an employee has arrived for the start of his or her scheduled shift or workday, but who is not prepared to actually begin working at that time. An employee who incurs five unexcused instances of tardiness without providing adequate notice to the district in any 120 day period may be terminated for excessive tardiness.

Employees who fail to provide adequate notice of absences using the notification procedures outlined above, and incur unexcused absences as a result, will be subject to discipline up to and including discharge. Absence is defined as failing to report to work for a scheduled shift or workday without having secured pre approved leave. An employee who incurs 2 or more unexcused absences without providing adequate notice to the district in any 120-day period may be terminated for excessive absenteeism.

The District reserves the right to waive enforcement of these rules in very limited circumstances as may be necessary to provide a reasonable accommodation for a qualified individual with a disability under the Americans with Disabilities Act.

BULLETIN BOARDS

The District shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. If a collective bargaining unit exists, the Association will be allowed to post items on the bulletin board (in the office copy room) subject to the restrictions set forth herein. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law. The District Administrator and/or his/her designee will be provided a copy of all posted material at the time of the posting. The District Administrator and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

CHILD ABUSE REPORTING

Any school employee who has reasonable cause to suspect that a child seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child seen by the person in the course of professional duties has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B.

A person required to report shall immediately inform, by telephone or personally, the School Counselor, or District Administrator *and* the Waukesha County Department of Health and Human Services/Child Protective Services, (262-548-7212) of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse, or neglect will occur.

All school employees are required to view the DPI video “Mandatory Reporting of Child Abuse”

District employees, including administrators, may not attempt to delay, modify, or prevent any report of suspected or threatened child abuse or neglect. School personnel are not responsible for investigating child abuse or neglect reports or for proving that abuse or neglect has occurred or will occur. Investigating child abuse and neglect reports is the legal responsibility of trained county child protective services and/or law enforcement personnel.

MANDATORY REPORTING OF SCHOOL VIOLENCE THREATS

All school employees are required to report school violence threats. This includes: teachers, school administrators, school counselors, and other employees.

- Specifically, an identified individual must report if the person believes in good faith, based on a threat made by an individual seen in the course of professional duties regarding violence in or targeted at a school, that there is a serious and imminent threat to the health and safety of a student, a school employee, or the public
- These individuals must immediately inform a law enforcement agency of the facts and circumstances contributing to the belief that there is a serious and imminent threat.
- Staff members should immediately notify administration following such report to law enforcement

Intentional violation of the reporting requirement is an unclassified misdemeanor, subject to a fine of \$1,000 or less, imprisonment of six months or less or both. Staff members may also be subject to disciplinary action up to and including termination.

COMMUNICATIONS

District employees are expected to abide by the following rules when using information technology and communication resources. See Policy: 7540 Staff Acceptable Use Policy; 7540.01 Technology Privacy, 7540.02 - Web Content, Apps, and Services, 7540.065 Electronic mail, 7542 Access to District Technology Resources from Personally Owned Communication Devices, [7544 - Use of Social Media](#), [Form 7544\(1\) - Parent Authorization for an Employee’s Personal Use of Social Media with a Student Based on a Social Relationship](#), [Form 7544\(2\) - Employee Certification to Permit Personal Use of Social Media with a Student Based on a Social Relationship](#)

CONFIDENTIALITY

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board Policy 8330 Student Records. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the District Administrator.

CONFLICT OF INTEREST

The proper performance of school business is dependent upon the maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by Board members, and the District's employees, officers and agents is essential to the Board's commitment to earn and keep the public's confidence in the School District.

For these reasons, the Board of Education adopts the following guidelines to ensure that conflicts of interest do not occur. These guidelines apply to all District employees, officers and agents, including members of the Board. These guidelines are not intended to be all inclusive, nor to substitute for good judgment on the part of all professional employees, officers and agents. Professional employees are expected to perform their duties in a manner free from conflict of interest consistent with 19.59, Wis. Stats.

No professional employee, officer or agent shall engage in or have financial or other interests, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system.

Professional employees, officers and agents shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment or professional relationship with the School District.

Included, by way of illustration, rather than limitation are the following:

- the provision of any private lessons or services for a fee
- soliciting on school premises or under circumstances which are coercive for the private sale of goods or services to students or other employees
- the use, sale, or improper divulging of any privileged information about a student or client granted in the course of the employee's, officer's or agent's employment or professional relationship with the School District through his/her access to School District records
- the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
- the requirement of students or clients to purchase any private goods or services provided by an employee, officer or agent or any business or professional practitioner with whom any employee, officer or agent has a financial or other relationship, as a condition of receiving any grades, credits, promotions,
- approvals, or recommendations

Should exceptions to this policy be necessary in order to provide mandatory services to students or clients of the School District, all such exceptions will be made known to the employee's supervisor and will be disclosed to the District Administrator before entering into any private relationship.

All employees, officers and agents shall not make use of materials, equipment, or facilities of the School District for their own personal financial gain or business interest. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

All employees, officers and agents shall not participate in the selection, award and administration of any contract to an entity in which they have a pecuniary interest or from which they derive a profit or in which a dependent of the employee has a pecuniary interest or from which the dependent derives a profit.

"Dependent" includes the employee's spouse; unemancipated child, stepchild or adopted child under the age of eighteen (18); or individual for whom the employee provides more than one-half (1/2) of the individual's support during a year. A "pecuniary interest" means an interest in a contract or purchase that will result or is intended to result in an ascertainable increase in the income or net worth of the employee or the employee's dependent who is under the direct or indirect administrative control of the professional employee or who receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the employee.

All employees, officers and agents cannot solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontractors.

However, pursuant to Federal rules, the School District has set standards for when an employee, officer or agent may accept a gift of an unsolicited item of nominal value. For purposes of this section, "nominal value" means that the gift has a monetary value of \$25 or less.

To the extent that the School District has a parent, affiliate or subsidiary organization, including any charter school authorized by the Board regardless of whether it is an instrumentality of the District or not, that is not a State, local government or Indian tribe, the School District may not conduct a procurement action involving the parent, affiliate or subsidiary organization if the School District is unable, or appears to be unable to be impartial.

All employees, officers and agents must disclose any potential conflict of interest which may lead to a violation of this policy to the School District. Upon discovery of any potential conflict of interest, the School District will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

The District will also disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

All employees, officers and agents found to be in violation of this conflict of interest policy will be subject to progressive disciplinary actions as specified in Policy 3139.

In the event that, within the course of administering a Federally funded grant program or service to the District, any professional employee that identifies a conflict of interest, a potential conflict of interest, or that the appearance of a conflict of interest may arise in the course of administering the Federal grant

funds, the employee must immediately notify either the Federal agency administering the grant in a manner consistent with that particular agencies rules on conflict of interests, or the District employee directly responsible for grant compliance. Such notice shall be provided at the earliest possible time.

It is a violation of this policy to take action or to refrain from taking action, or for an employee to otherwise use his/her public position to obtain financial gain or anything of substantial value for himself/herself or his/her immediate family.

COPYRIGHT

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as “fair use” under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to Library Media Specialist or the District Administrator and refer to: Board Policy 2531.

CRIMINAL BACKGROUND AND PRE-EMPLOYMENT CHECKS

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

- Has been convicted of a misdemeanor or felony in this state or any other state or country; and
- Has been dismissed or non-renewed or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District’s performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination.
- Has any pending criminal charges filed against him or her.
- Additionally, all persons applying for any position shall be required to:
- Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information.
- Supply a fingerprint sample and submit to criminal history reports checks to be conducted by the Department of Public Instruction, if warranted.

[Policy 4121 - Criminal History Record Check](#)

Employment may be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks. Knowingly falsifying information shall be sufficient grounds for termination of employment.

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

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

- crimes involving school property or funds;
- 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;
- crimes that occur wholly or in part on school property or at a school-sponsored activity;
- a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiment or accepted moral standards of the community]; or
- a misdemeanor which violates the public trust.

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

- the nature and gravity of the offense or conduct;
- the time that has passed since the offense, conduct and/or completion of the sentence;
- the relationship between the offense and the position to which the employee is assigned.

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

LENDING OF DISTRICT-OWNED EQUIPMENT

The Board of Education believes that District-owned equipment is a valuable resource which may be loaned for community use under certain conditions only, provided that such use does not infringe on the original and necessary purpose of the equipment or interfere with the educational program of the District.

The Board may lend specific items of equipment on the written request of the user and approval granted by the District Administrator.

The user of District-owned equipment shall be fully liable for any damage or loss occurring to the equipment during the period of its use and shall be responsible for its safe return.

District equipment may be removed from District property by students or staff members only when such equipment is necessary to accomplish tasks arising from their school or job responsibilities. The consent of the District Administrator is required for such removal and must be checked out through the library.

Removal of District equipment by staff or students from school property for personal use is prohibited. School Board [Policy 7530 - Lending of District-Owned Equipment](#).

DRUG-FREE, ALCOHOL-FREE, AND TOBACCO-FREE WORKPLACE

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

Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school district shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. 41 U.S.C. 702(a)(1)(A).

Tobacco and Nicotine Products: Employees shall not use tobacco and nicotine products except for nicotine products used as part of a smoking cessation program as defined below on District premises, in District vehicles, or in the presence of students at school or school-related activities except as provided for below. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.

A “tobacco product” includes, for example, chewing tobacco, cigars, and snuff. A “nicotine product” means any product that contains nicotine and is not a tobacco product, a cigarette, or a product that has been approved by the U.S. Food and Drug Administration for sale as a smoking cessation product or for another medical purpose and is being marketed and sold solely for such an approved purchase (e.g., nicotine gum, nicotine skin patches). Nicotine products covered by this prohibition might include, for example, electronic cigarettes (e-cigarettes) with nicotine, nicotine vaporizers, and nicotine lollipops.

Drug-Free Awareness Program: The District shall distribute drug-free awareness information to employees regarding the dangers of drug abuse in the workplace, the District’s policy of

maintaining a drug-free workplace, any available drug counseling, rehabilitation, and the penalties that may be imposed upon employees for drug abuse violations. 41 U.S.C. 702(a)(1) [Policy 4122.01 - Drug-Free Workplace](#), [Policy 5530 - Drug Prevention](#).

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

Consequences for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. 41 U.S.C. 702(a) (1) (A). Compliance with the District's policies and rules is mandatory and is a condition of employment.

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

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

FINANCIAL CONTROLS AND OVERSIGHT:

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be processed in a manner that gives appropriate consideration to the confidentiality of these matters. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [Policy 8900 - Fraud](#), [Policy 3211 - Whistleblower Protection](#)

FRAUD AND FINANCIAL IMPROPRIETY:

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

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

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

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

GIFTS AND SALE OF GOODS AND SERVICES:

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

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

Please refer to School Board Policy: [3214 - Staff Gifts](#), [3230 - Conflict of Interest](#), [3210 - Staff Ethics](#)

§ 19.59, Wis. Stats.

INVESTIGATIONS:

- A. **Expectation of Cooperation:** In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph "B" Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.
- B. **Investigation interplay with potential criminal conduct:** If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a Garrity warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- C. **Administrative Leave:** The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

LICENSURE/CERTIFICATION

Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in his or her personnel file. Personnel files can be found in the district office. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. A teaching contract with any

person not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates.

NEPOTISM

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

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

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

OPERATORS OF DISTRICT VEHICLES, MOBILE EQUIPMENT AND PERSONS WHO RECEIVE TRAVEL REIMBURSEMENT

Allowances for Mileage Reimbursement: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must have a valid driver's license. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawn mowers, forklifts, pallet jacks, trenchers, and golf carts. Mileage reimbursement amounts are set forth in the section "COMPENSATION AND EXPENSE REIMBURSEMENTS APPLICABLE TO ALL DISTRICT EMPLOYEES"

It is expected that employees drive a school vehicle when applicable, and all plan mileage reimbursements should be pre approved by administration.

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

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

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

STAFF USE OF PERSONAL COMMUNICATION DEVICES

Use of personal communication devices ("PCDs") has become pervasive in the workplace. For purposes of this policy, "personal communication device" includes computers, tablets (e.g., iPads and similar devices), electronic readers ("e-readers"; e.g. Kindles and similar devices), cell phones (e.g., mobile/cellular telephones, smartphones (e.g., BlackBerry, iPhone, Android devices, Windows Mobile devices, etc.)), and/or other web-enabled devices of any type. Whether the PCD is Board-owned and assigned to a specific employee, or personally-owned by the employee (regardless of whether the Board pays the employee an allowance for his/her use of the device, the Board reimburses the employee on a per use basis for their business-related use of his/her PCD, or the employee receives no remuneration for his/her use of a personally-owned PCD), the employee is responsible for using the device in a safe and appropriate manner. ([School Board Policy 7530.02 - Staff and School Officials Use of Personal Communication Devices](#))

Safe and Appropriate Use of Personal Communication Devices, Including Cell Phones:

Using a cell phone or other PCD while operating a vehicle is strongly discouraged. Employees should plan their work accordingly so that calls are placed, text messages/instant messages/emails read and/or sent, and/or the Internet browsed either prior to traveling or while on rest breaks. In the interest of safety for both Board employees and other drivers, employees are required to comply with all applicable laws while driving (including any laws that prohibit texting or using a cell phone or other PCD while driving).

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

Duty to Maintain Confidentiality of Student Personally Identifiable Information - Public and Student Record Requirements:

Employees are subject to all applicable policies and guidelines pertaining to protection of the security, integrity and availability of the data stored on their PCDs.

Cellular and wireless communications, including calls, text messages, instant messages, and e-mails sent from PCDs, may not be secure. Therefore, employees should use discretion in relaying confidential information, particularly as it relates to students.

Additionally, cellular/wireless communications, including text messages, instant messages and e-mails sent and/or received by a public employee or school official using his/her PCD may constitute public records if the content of the message concerns District business, or an education record if the content includes personally identifiable information about a student. Cellular/wireless communications that are public records are subject to retention and disclosure, upon request, in accordance with Policy 8310 – Public Records. Cellular/wireless communications that are student records should be maintained pursuant to Policy 8330 – Students Records. Finally, cellular/wireless communications and other electronically stored information (ESI) stored on the staff member's PCD may be subject to a Litigation Hold pursuant to Policy 8315 – Information Management. Staff are required to comply with District requests to produce copies of cellular/wireless communications in their possession that are either public records or education records, or that constitute ESI that is subject to a Litigation Hold.

At the conclusion of an individual's employment (whether through resignation, nonrenewal, or termination), the employee is responsible for informing the District Administrator or his/her designee of all public records, student records and ESI subject to a Litigation Hold that is maintained on the employee's Board-owned PCD. The District's IT department/staff will then transfer the records/ESI to an alternative storage device.

If a PCD is lost, stolen, hacked or otherwise subjected to unauthorized access, the employee must immediately notify the District Administrator, so a determination can be made as to whether any public records, students records and/or ESI subject to a Litigation Hold has been compromised and/or lost. The District Administrator shall determine whether any security breach notification laws may have application to the situation. Appropriate notifications will be sent unless the records/information stored on the PCD was encrypted.

The Board prohibits employees from maintaining the following types of District records and/or information on their PCDs:

- social security numbers
- driver's license numbers
- credit and debit card information
- financial account numbers
- student personally identifiable information

- information required to be kept confidential pursuant to the Americans with Disabilities Act (ADA)
- personal health information as defined by the Health Insurance Portability and Accountability Act (HIPAA)

Employees are responsible for making sure no third parties (including family members) have access to records and/or information, which is maintained on a PCD in their possession, that is confidential, privileged or otherwise protected by State and/or Federal law.

Privacy Issues:

Except in emergency situations or as otherwise authorized by the District Administrator or as necessary to fulfill their job responsibilities, employees are prohibited from using PCDs to capture, record and/or transmit the words or sounds (i.e., audio) and/or images (i.e., pictures/video) of any student, staff member or other person in the school or while attending a school-related activity. Using a PCD to capture, record and/or transmit audio and/or pictures/video of an individual without proper consent is considered an invasion of privacy and is not permitted.

PCDs, including but not limited to those with cameras, may not be activated or utilized at any time in any school situation where a reasonable expectation of personal privacy exists. These locations and circumstances include, but are not limited to, classrooms, gymnasiums, locker rooms, shower facilities, rest/bathrooms, and any other areas where students or others may change clothes or be in any stage or degree of disrobing or changing clothes. The District Administrator and building principals are authorized to determine other specific locations and situations where use of a PCD is absolutely prohibited.

Personal Use of PCDs While at Work:

During work hours personal communications made or received, regardless of whether on a PCD or a regular telephone or network computer, can interfere with employee productivity and distract others. Employees are expected to use discretion in using PCDs while at work for personal business. Employees are expected to limit personal communications to breaks and lunch periods, and to inform friends and family members of the Board's policy in this regard. Except in emergencies, employees are not to use PCDs for personal business when students are present, and/or the employee is responsible for the supervision of students.

Potential Disciplinary Action:

Violation of this policy may result in disciplinary action up to and including termination. Use of a PCD in any manner contrary to local, State or Federal laws may also result in disciplinary action up to and including termination.

**PERSONAL TRANSPORTATION UTILIZED FOR SCHOOL USE AND PERSONS WHO
RECEIVE TRAVEL REIMBURSEMENT**

Personal Transportation Utilized for School Use:

1. Car Insurance

Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$500,000 combined single limit (CSL) liability, \$250,000/\$500,000 bodily injury and \$250,000 property damage. The employees insurance will be primary. The use of private car transportation will be minimized. Employees must notify and receive approval from the administration prior to transporting students in private cars for school activities at least 48 hours in advance. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record (record check online) and an [inspection of the vehicle](#). See Wis. Stats. § 121.555.

2. Operator Requirements

Employees who transport students in a motor vehicle transporting 9 or less passengers in addition to the operator or who transport students in a motor vehicle described in § 121.555(1)(b) shall be subject to the following operator requirements:

The operator shall possess a valid U.S. Driver operator's license.

- The operator shall be at least 21 years of age.
- The operator shall have sufficient use of both hands and the foot normally employed to operate the foot brake and foot accelerator.

3. Personal Vehicle Reimbursement

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

STAFF DRESS AND GROOMING

The Board of Education believes that all staff members set an example in dress and grooming for their students to follow. A staff member who understands this precept and adheres to it enlarges the importance

of his/her task, presents an image of dignity, and encourages respect for authority. These factors act in a positive manner toward the maintenance of discipline.

The Board retains the authority to specify the following dress and grooming guidelines for staff that will prevent such matters from having an adverse impact on the educational process. When assigned to District duty, all staff members shall:

- be physically clean, neat, and well groomed;
- dress in a manner consistent with their professional responsibilities;
- dress in a manner that communicates to students a pride in personal appearance;
- dress in a manner that does not cause damage to District property;
- be groomed in such a way that their hair style or dress does not disrupt the educational process nor cause a health or safety hazard.

OUTSIDE EMPLOYMENT

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

PERSONAL PROPERTY

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

SEARCH OF PERSONAL EFFECTS

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

PERSONNEL FILES

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file, at least two times per calendar year, while in the presence of the administrator or his designee. The employee shall be entitled to have a representative accompany him/her during such review. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those files. The removal of this file from the safekeeping place will be done by the official personnel file custodian. The employee's personnel file or any part thereto may not be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in § 103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such a copy. Please complete [form and file form](#)

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

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

PHYSICAL EXAMINATION

Examination: Upon initial employment and thereafter, a physical examination, including a [TB Assessment Questionnaire](#), shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.

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

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by GINA. Accordingly, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information" includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus

carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. An exception to the prohibition outlined in this paragraph is family medical history for situations in which the employee is asking for leave to care for a family member with a serious health condition (e.g., under the Family and Medical Leave Act).

POLITICAL ACTIVITY

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

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

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

No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District’s policies regarding facilities used by third parties.

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.

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

POSITION DESCRIPTIONS

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

SEVERANCE FROM EMPLOYMENT

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

1. Termination pursuant to the terms of this Handbook and the employee's individual contract or letter of appointment [if any];
2. voluntary resignation;
3. retirement; [any employee who volunteers to retire shall notify the Stone Bank School District of their intent to do so on or before March 1st of the school year prior to retirement, unless another date is mutually agreed upon by the employee and the District Administrator. The District Administrator's decision to waive the March 1st notification is not subject to the grievance procedure.]
4. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
5. failure to return to work the day following the expiration of an authorized leave of absence; and
6. Job abandonment.

SOLICITATIONS

It is the policy of the Board of Education that students, staff members, and District facilities not be used for advertising or promoting the interests of any non-school related agency or organization, public or private, without the approval of the District Administrator or its delegated representative; and any such approval, granted for whatever cause or group, shall not be construed as an endorsement of said cause or group by this Board. Board Policy 9700

WELLNESS

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

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

WHISTLEBLOWER PROTECTION

The Board of Education expects all its employees to be honest and ethical in their conduct, and to comply with applicable State and Federal law, Board policies and administrative procedures. Pursuant to State law, the Board expects instructional staff members to report to their immediate supervisors any violation or suspected violation of any Federal, State or local law, policy, or regulation committed by any

employee, or agent of an agency or independent contractor which is doing business with the Board, which creates and presents a substantial or specific danger to the public's health, safety, or welfare. Additionally, pursuant to State law, instructional staff members are expected to report any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor which is doing business with the Board.

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

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

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

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

Upon receipt of a report made by an instructional staff member pursuant to this policy, an investigation shall be commenced as soon as possible and shall be handled expeditiously. [Policy 3211 - Whistleblower Protection](#), [Policy 4211 - Whistleblower Protection](#)

WORK SPACES, INCLUDING DESKS, LOCKERS, ETC.

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

or items of furniture are locked or unlocked except as provided for under section 3.20, subsection B of this Handbook.

WORK MADE FOR HIRE

Occasionally an employee has questions regarding the use of materials to be included in books or other commercial materials. Such materials created by the employee may include lesson plans, staff development presentations or tests/test items. Any work prepared by an employee within the scope of his/her employment is owned by the District. Under federal copyright laws, this is called “work made for hire.” An employee with questions regarding ownership or copyrights on materials prepared within the scope of his/her employment should consult with his/her supervisor. [Policy 3231- Outside Activities of Staff](#)

WORKPLACE SAFETY

Adherence to Safety Rules:

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

- Location of fire alarms;
- Location of fire extinguishers;
- Evacuation routes and severe weather shelter
- Whom to notify in case of fire

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

Protection of Staff:

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

- “Injury” means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
- “Performance of duties” means duties performed within the employees authorized scope of employment and performed in the line of duty.

Notification of Safety And Health Standards:

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

Discrimination:

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under Part I, of this Handbook and [Policy 3340 - Grievance Procedure](#) (Professional Staff) , [4340 - Grievance Procedure](#) (Support Staff) to address workplace safety issues. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See Wis. Stat. § 101.055; Public Employee Safety and Health, available at <http://dsps.wi.gov/sb/docs/sb-PubSectSafEmployeePoster9301.pdf>

Weapons Prohibition:

Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: Wis. Stat. §§ 120.13(1), 948.60, .605, .61. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this policy (e.g., law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty). [Policy 3217 - Weapons](#), (Professional Staff), [Policy 4217 - Weapons](#) (Support Staff)

Disaster Preparedness

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

VIOLENCE IN THE WORKPLACE

Expectations:

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

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

Definitions as Used Under this Section:

Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.

Threat: A communicated intent to inflict physical or other harm to any person or property.

Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.

Court Order: An order by a court that specifies and/or restricts the behavior of an individual. Court orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.

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

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

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

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee shall report the incident to the District Administrator or his/her designee as soon as possible.

An employee who has received a restraining order, temporary or permanent, against an individual who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or

restricted], shall immediately supply a copy of the signed order to the District administrator or his/her designee. The administration shall provide copies and inform other employees on an as-needed basis.

Investigation and Investigation Findings: The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.

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

NURSING MOTHERS

As required by the Fair Labor Standards Act (FLSA), it shall be the policy of the Board to support the decision of support staff members to breastfeed their infants by providing unpaid breaks for lactating employees to express breast milk for infants on District premises.

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

Prior to returning to work from maternity leave, the employee shall notify her supervisor of her intent to continue breastfeeding her infant(s), and of her need to express milk during work hours. It shall be the responsibility of the employee to keep her supervisor informed of her needs in this regard throughout the period of lactation.

The employee can express milk during regularly scheduled unpaid break periods. The building administrator or employee's supervisor shall make accommodation in the event that the time of regular breaks needs to be adjusted or, in the event that additional and/or longer unpaid breaks are needed. In the event that the number and duration of the unpaid breaks requires modification to the employee's work schedule, the building administrator or the employee's supervisor shall work with the employee to determine the necessary modifications. [Policy 4430.05 - Nursing Mothers](#)

STAFF USE OF FORCE TO MAINTAIN STUDENT DISCIPLINE

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

1. Staff is prohibited from using corporal punishment on students. "Corporal punishment" means the intentional infliction of physical pain which is used as a means of discipline. "Corporal

punishment” includes, but is not limited to, paddling, slapping or prolonged maintenance of physically painful positions, when used as a means of discipline. “Corporal punishment” does not include actions consistent with an individualized education program or reasonable physical activities associated with athletic training.

2. Staff may use reasonable and necessary force for the purposes described below. The use of reasonable and necessary force for such purposes is not prohibited corporal punishment:
 - To quell a disturbance or prevent an act that threatens physical injury to any person.
 - To obtain possession of a weapon or other dangerous object within a student’s control.
 - For the purpose of self–defense or the defense of others under § 939.48 Wis. Stat.
 - For the protection of property under § 939.49 Wis. Stat.
 - To remove a disruptive student from a school premises or motor vehicle, or from school–sponsored activities.
 - To prevent a student from inflicting harm on himself or herself.
 - To protect the safety of others.
 - Staff may use incidental, minor or reasonable physical contact designed to maintain order and control.

Staff are prohibited from conducting a strip search of any student.

SECLUSION AND PHYSICAL RESTRAINT OF STUDENTS

1. Staff is prohibited from using seclusion as a means to discipline students or control student conduct except where authorized in advance by the administration and then only in a manner consistent with state law (§ 118.305 Wis. Stat.). “Seclusion” means the involuntary confinement of a student, apart from other students, in a room or area from which the student is physically prevented from leaving.
2. Staff is prohibited from using physical restraint as a means to discipline students or control student conduct except where authorized in advance by the administration or in the case of an emergency as described below and then only in a manner consistent with state law (§ 118.305 Wis. Stat.). “Physical restraint” means a restriction that immobilizes or reduces the ability of a student to freely move his or her torso, arms, legs, or head.
 - a. Except as provided in subsection b, below, no employee may use physical restraint unless that employee has received training in the use of physical restraint as required by state law (§ 118.305(6) Wis. Stat.).
 - b. Staff who have not received training in the use of physical restraint may use physical restraint on a student at school only in an emergency and only if staff trained in the use of physical restraint is not immediately available due to the unforeseen nature of the emergency.

3. Nothing in this section prohibits staff from doing any of the following at school if the student is not confined to an area from which he or she is physically prevented from leaving:
 - a. Directing a student who is disruptive to temporarily separate him or herself from the general activity in the classroom to allow the student to regain behavioral control and staff to maintain or regain classroom order.
 - b. Directing a student to temporarily remain in the classroom to complete tasks while other students participate in activities outside the classroom.
 - c. Briefly touching or holding a student's hand, arm, shoulder, or back to calm, comfort, or redirect the student.

MANAGEMENT RIGHTS

DELINEATION OF RIGHTS

Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this Handbook/individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited by enumeration, the following rights:

- To direct all operations of the school system;
- To establish and require observance of reasonable work rules and schedules of work;
- To hire, promote, transfer, schedule and assign employees in positions within the school system;
- To suspend, discharge and take other disciplinary action against employees;
- To relieve employees from their duties because of lack of work or any other legitimate reason;
- To maintain efficiency of school system operations;
- To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
- To introduce new or improved methods or facilities;
- To select employees, establish quality standards and evaluate employee performance;
- To determine the methods, means and personnel by which school system operations are to be conducted;
- To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- To determine the educational policies of the District; and
- To contract out for goods and services.

SOLE BASIS

This section does not describe any rights of the Arrowhead United Teachers Organization (A.U.T.O.) or of employee(s). Accordingly, A.U.T.O. and/or an employee(s), may not base any charge of a Handbook violation under the District's grievance process policy or any other forum solely on this section.

PAY PERIODS

PAYROLL DATES

The payroll dates shall be the 15th and 30th of each month. If the 15th day or the last day of the month falls on a weekend, the payroll date will be the preceding Friday. If a paid holiday falls on the 15th or 30th of the month payroll deposits shall be issued on the preceding day. The first pay date of the school year for school year employees will be on or around August 30th.

DIRECT DEPOSIT PAYMENT METHOD

All employees shall participate in a direct payroll deposit plan. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing. Employees will have access to Skyward Financial/Employee Access where they will find information relating to their payroll deposit.

Definitions for Payroll Purposes Only:

- A. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.
- C. Pay Period: The pay periods shall begin on the 11th and the 26th of each month and shall be composed in the following fashion: 26th to the 10th is one pay period and 11th through the 25th is the other pay period.

SALARY DEFERRALS –TAX SHELTERED ANNUITIES (TSA)

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

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

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

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

A vendor becomes a District-approved vendor by meeting the requirements set forth by the District which include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. The District may ask for proof of vendor registration from the employee to ensure a District-approved vendor has been chosen. The total number of vendors shall be limited to no more than three (3). If at any time there are no active employees contributing to a particular vendor, that vendor shall be removed from the District-approved vendor list.

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

The District will transmit to the TSA vendor(s) the amount due upon payroll processing.

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

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

Catch-Up Contributions:

Documentation will only be required where the employee's total (and Age 50+) deferrals for the calendar year are in excess of the 402(g) limits.

The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the employee's TSA vendor within thirty (30) calendar days if requested by the District.

The District agrees to provide the employee, upon written request, with timely information available from the District's records, which is necessary to enable the employee to make catch-up deferrals.

General:

The employee shall be permitted to change the TSA amount or vendor three (3) times per calendar year, unless otherwise permitted by the District Accountant, provided he/she provides the District with at least ten (10) business days' notice prior to the second payroll date of the month (last day of the month). Stopping contributions does not constitute a change.

Upon initial enrollment for new employees, the employee shall certify in writing as requested by the District but no more than two times per year (e.g., due to a change in full-time equivalency, absence, other deferrals, etc.), that the percentage or dollar amount of salary reduction withheld from compensation

complies with the limits applicable to 403(b) TSA plan deferrals and does not exceed the amount permitted under Section 403(b), 415 and 402(g) of the IRS Code except as provided for below.

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

New loans from the TSA plan are permitted.

Hardship withdrawals are not permitted. Contact the vendor or plan administrator for further details if a hardship withdrawal is requested.

Salary Reduction Agreement:

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

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

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

By authorizing TSA deductions from his/her salary, the employee acknowledges that the District made no representation to the employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the employee's salary reduction funds. Furthermore, the employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.

The [Salary Reduction Agreement form](#) is to be completed and turned in no less than 1 week prior to the pay period.

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

**COMPENSATION AND EXPENSE REIMBURSEMENT
APPLICABLE TO ALL DISTRICT EMPLOYEES**

MILEAGE REIMBURSEMENT

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Employees are expected to carpool whenever possible. Mileage is paid on the 'shortest route' basis where the District is considered the starting and ending point for travel. Travel distance should be calculated using the workplace as origin and destination unless travel to/from actual origin/destination is less. Example: A staff member travels from home in Watertown to a conference in Madison. The travel distance will be calculated using Watertown as the origin. A staff member travels from home in Watertown to a conference in Oconomowoc. The travel distance will be calculated using Stone Bank as origin) Reimbursement will be done through Employee Access. All mileage shall be submitted on a monthly basis. (within 30 days of the event) Submit this through Employee Access by clicking on Expense Reimbursement.

MEAL REIMBURSEMENT

The District will reimburse the cost of meals when travel outside the District is required for an overnight event and meals are not provided. Snacks and bottled water/beverage only purchases are prohibited. District funds will not be used for the purchase of alcoholic beverages. Listed below are the maximum amount per meal. Submit this through Employee Access by clicking on Expense Reimbursement.

Breakfast	\$ 10.00
Lunch	\$ 12.00
Dinner	\$ 20.00

WORKER'S COMPENSATION

WORKERS COMPENSATION COVERAGE AND REPORTING RESPONSIBILITIES

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured at the job shall report the injury to the District office prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify the District Administrator and/or his/her designee within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form.

BENEFITS WHILE ON WORKERS COMPENSATION

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

- A. Up to and including the sixtieth (60th) calendar day of Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each work day the employee is absent from work while on

worker's compensation. This provision will apply up until the sixtieth (60th) consecutive calendar day of the leave or as long as the employee has accumulated sick leave available, whichever occurs first.

- B. Day Sixty-One (61) and thereafter of Worker's Compensation Leave: The employee will receive his/her worker's compensation payment. Accumulated sick leave, if available, may be applied to the worker's compensation leave to offset loss of wages. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

INJURIES NOT COVERED BY WORKER'S COMPENSATION

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

- The worker injured himself or herself intentionally.
- The worker was injured while voluntarily participating in an off-duty activity.
- The injury occurred during horseplay or fighting initiated by the injured worker.

SICK LEAVE

SICK LEAVE EARNED

Regular Full-time Employees: Each regular full-time employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of twelve (12) days per contract year.

Part-time Employees: Part-time employees will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.

Crediting of Sick Leave: Sick leave though credited at the beginning of each fiscal year is vested only upon completion of the work year. Any employee terminated, or resigning will be credited only with those days earned at the time employment is severed.

Sick leave shall be prorated to start and end dates as well as FTE.

SICK LEAVE USE

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

- Personal illness, injury or serious health condition of the employee;
- Illness or injury of an employee's child
- Serious health condition of a spouse, child, or parent. The number of days underneath this provision is limited to the number of sick days available and/or accumulated. Year is defined as

July 1 through June 30 which shall be the same as the year defined for the purposes of the federal family and medical leave act.

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

Definitions: the following definitions apply under this section:

1. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward.
2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse.
3. Spouse: means the person to whom an employee is legally married.
4. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
 - a. Inpatient care in a hospital, nursing home, or hospice.
 - b. Outpatient care that requires continuing treatment or supervision by a health care provider.

SICK LEAVE INCREMENTS

Sick leave will be allowed in increments of one hour, etc.

SICK LEAVE ACCUMULATION

Sick leave for employees will accumulate for full-time and part-time employees to a maximum of 90 days.(60 days for Administration) Sick leave will continue to be accrued during approved leave.

SICK LEAVE AND LONG-TERM DISABILITY

In the event an employee becomes eligible for benefits under the District's long-term disability insurance program, the employee will no longer receive paid sick leave.

OVERUSED SICK LEAVE

If an employee were to leave the school system prior to the completion of his/her term or the school year for an employee and had used all sick leave, a sum equal to the sick leave days used but not earned would be deducted from the remaining pay. Deductions will be based on one (1) day of paid sick leave earned per month of employment.

REPORTING PROCEDURE - DOCTOR'S CERTIFICATE

The employee may be required, if out for 3 or more days, to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificates should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be

interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism. The district [fitness for duty form](#) can be used as reference.

HOLIDAYS DURING SICK LEAVE

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

SICK LEAVE LISTING

Employees are responsible for monitoring their sick leave via Skyward Financial/Employee Access and notifying Wendy Corlett of any errors as soon as possible.

JURY DUTY LEAVES

JURY DUTY LEAVE

Subject to the provision on "Payment for Time Out on Jury Duty", a non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury for which he or she is summoned by the court when such duty occurs during the employee's work hours. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or work days. Employees will submit time off in Employee Access. Please fill out and return the completed [Jury Duty Form](#) to the District Accountant.

EMPLOYEE NOTICE

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

PAYMENT FOR TIME OUT ON JURY DUTY

An employee who is unable to report for work because of jury duty will be paid the regular hours he/she is scheduled to work. The employee shall complete the [jury duty form](#) once they have been notified of the intent to serve. The employee will sign over the check received from serving on the jury to the District Accountant (less any travel expenses received). The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

BEREAVEMENT/FUNERAL LEAVE

BEREAVEMENT/FUNERAL LEAVE FOR A DEATH IN THE FAMILY

In the event of the death of an employee's family, the employee shall be allowed per occurrence up to 3 day(s) off work with pay. Family is defined as: Mother, Father, Brother, Sister, Spouse, Child, Step-child, Grandparent, Mother-in-Law, Father-in-Law, Brother-in-law, Sister-in-law, Grandparent of Spouse. In extenuating circumstances, the District Administrator may approve leave for other family members not listed above. When recording bereavement leave in Employee Access, it is required to note the relationship of the family member.

ADDITIONAL BEREAVEMENT/FUNERAL LEAVE

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

BEREAVEMENT LEAVE/FUNERAL INCREMENTS

Bereavement leave, or medical care leave will be allowed in increments of one hour.

Part-time Employee:

Part-time employees will receive bereavement leave on a pro-rated basis based upon the number of hours they are scheduled to work.

PERSONAL LEAVE

PERSONAL DAYS PROVIDED

Regular Full-time Employees: Employees shall be entitled to up to 2 days of personal leave each employment year.

Part-time Employees: Employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work.

A "day" of personal leave is defined the same as a "day" of sick leave and may be used in increments of one hour. Personal leave shall be prorated to start and end dates as well as FTE.

APPROVAL OF PERSONAL LEAVE AND THE TOTAL NUMBER OF EMPLOYEES ON PERSONAL LEAVE

1. A request must be entered into Employee Access as far in advance as possible, normally not less than five (5) days. Emergencies may delay the submission of the written statement until the employee returns to work.
2. The Administrator has the right to approve or disapprove all requests.

3. Personal Leave may not be taken immediately preceding or following, Winter break, Fall break, Spring break or Memorial Day weekend.
4. Personal Days will be limited to two (2) teachers requesting off per day.

UNIFORMED SERVICES LEAVE

Uniformed Services Leave of Absence:

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

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

- 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

Seniority/Length of Service during Uniformed Services Leave:

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

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

- 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
- Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). See 42 U.S.C. § 300hh-11(d).

Request for Uniformed Services Leave:

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

UNPAID LEAVES OF ABSENCE

MEDICAL LEAVE:

Application Procedures:

All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose. The request must be accompanied by a physician's statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year from the date the employee last performed work for the District. Unpaid leave may be granted in shorter increments than the above-state maximum total lengths, and then reviewed as necessary for a possible extension. The above-stated maximum total unpaid leave periods may be extended, if necessary, to comply with state and/or federal law.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by GINA. Accordingly, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information" includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. An exception to the prohibition outlined in this paragraph is family medical history for situations in which the employee is asking for leave to care for a family member with a serious health condition (e.g., under the Family and Medical Leave Act).

Benefits During Leave:

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

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

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

Placement upon Return from Leave:

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

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

- The employee has previously indicated his/her intent to return to work following the expiration of the medical leave.
- The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.
- Requests to return to work prior to the designated expiration date of a term of approved unpaid leave (e.g., due to an unexpectedly accelerated recovery) will be evaluated on an individualized basis, but must always be supported by a physician's certification as described above.

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

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

OTHER UNPAID LEAVE:

CHILD REARING LEAVE

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

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

- 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 the mutual agreement of the employee and the Board.

Benefits during the unpaid child rearing leave:

The child rearing leave is an unpaid leave unless accumulated sick leave is applied.

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

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

Return from the Unpaid Child Rearing Leave:

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

Interaction with family and medical leave provisions:

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

Unpaid Leave should be kept to a minimum to avoid disruption of the structure to the students.

Personal and Vacation leave should be exhausted first before use of unpaid leave.

**DISCRETIONARY VOLUNTEER UNPAID LEAVE OF ABSENCE –
FOR OTHER THAN MEDICAL AND CHILD REARING REASONS**

Application Procedures: Any staff member may request a discretionary voluntary leave of absence from the Board. All requests for other unpaid leave of absence, other than emergencies, must be submitted to the Board of Education for consideration only if there is a recommendation by the District Administrator and shall state the reason for the leave and expected duration of the leave. at least 40 days prior to the anticipated beginning of the leave. The unpaid leave of absence shall not exceed one (1) calendar year.

Benefits During Leave:

- Length of service and other benefits shall not accrue during such leave.
- The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee’s expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee’s insurance coverage shall be terminated.
- During the unpaid leave, the Teacher shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee’s intent to return to work at least ninety (90) days prior to the expiration of the leave. If the employee does not provide such notice, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee’s percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable. Refer to Board Policy 3430.

BENEFITS APPLICABLE TO ALL EMPLOYEE TYPES

Cafeteria Plan/Flexible Spending Account

The District provides an Internal Revenue Service authorized cafeteria plan/flexible spending account

[FSA] under applicable sections of the Internal Revenue Code (§ 105, § 106, § 125 and § 129) to permit eligible employees to reduce their salary and contribute to an FSA to cover the following expenses:

- Payment of insurance premium amounts (IRC § 106);
- Permitted medical expenses not covered by the insurance plan (IRC § 105) to the maximum amount permitted by the IRS, and Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

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

Only employees who are contracted or have an individual letter of assignment of .75 FTE or greater (school year or calendar year) are eligible to participate in the FSA for the payment of insurance premium amounts (IRC § 106) and permitted medical expenses not covered by the insurance plan (IRC § 105) to the maximum amount permitted by the IRS.

Only employees who are contracted or have an individual letter of assignment of .5 FTE or greater (school year or calendar year) are eligible to participate in the FSA for dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

DENTAL INSURANCE

The District provides dental insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.

Eligible Employees: An employee whose individual contract or letter of appointment is at least 75% (.75 FTE) are eligible for dental insurance benefits. Employees who work less than thirty (30) hours per week are not eligible for dental insurance benefits. (75% or a minimum of 1365 hours) [1820 hours is FTE]

HEALTH INSURANCE

The District provides health insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.

Eligible Employees: An employee whose individual contract or letter of appointment is at least 75% (.75 FTE) are eligible for health insurance benefits. Employees who work less than thirty (30) hours per week are not eligible for health insurance benefits. (75% or a minimum of 1365 hours) [1820 hours is FTE]

Compliance Authority: The District may, in its sole discretion, make changes to health insurance, including, but not limited to, health benefits, eligibility standards, coverages, and contribution levels in order to comply with the Patient Protection and Affordable Care Act (ACA) and applicable federal and state agency rules and regulations regarding the implementation of the ACA. Such actions may also be implemented in order for the District to comply with regulatory provisions of the Internal Revenue

Service (IRS), e.g. nondiscrimination in benefits provisions [IRC 105(h), IRC 125], and to minimize tax liability for the district and/or the benefit recipient underneath such regulatory provisions.

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

PREMIUM CONTRIBUTIONS

Dental Insurance – For eligible employees who select either the single or family coverage, the District pays the premium of the approved dental insurance plan. (Based on start/end dates and FTE)

Health Insurance:

Single Coverage: For full-time employees who are eligible for and select single coverage, the District will pay no more than eighty-eight percent (88%) of the single premium of the lowest cost health insurance plan unless the employee does not complete the Heart Risk Assessment and Health Survey Assessment. If the employee does not complete both the Heart Risk Assessment and the Health Survey Assessment, he/she shall contribute an additional \$25.00 per month toward the cost of the single health insurance plan. Employees are responsible for the remaining portion of the premium. (Based on start/end dates and FTE)

Family Coverage: For full-time employees who are eligible for and select family coverage, the District will pay no more than eighty-eight percent (88%) of the family premium of the lowest cost health insurance plan unless the employee does not complete the Heart Risk Assessment and Health Survey Assessment. If the employee does not complete both the Heart Risk Assessment and the Health Survey Assessment, he/she shall contribute an additional \$50.00 per month toward the cost of the family health insurance plan. Employees are responsible for the remaining portion of the premium. (Based on start/end dates and FTE)

Both Spouses Employed by the District

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

- Coverage under one family plan; or
- One cash-in-lieu benefit instead of a family plan [subject to the eligibility of the insurance carrier]; or
- Two single plans; or
- One single plan and one cash-in-lieu benefit.
- Commencement and Termination of Benefits

Coverage will commence on the employees first day of employment and continue for a full twelve [12] month period. The insurance benefits described in this Handbook terminate according to the following schedule.

If an employee resigns or is terminated, District coverage shall cease at the end of the month the resignation or termination becomes effective. (Based on start/end dates and FTE)

Health Assessment and Health Survey Assessment

All employees enrolled in the District's insurance and employees enrolled in the District's alternative benefit plan in lieu of health insurance are covered by this provision.

- The Health Risk Assessment consists of a screening process that includes blood pressure checks, height and weight to determine BMI, cholesterol tests and blood glucose tests, the results include glucose, triglycerides, HDL and LDL levels and the employee's ratio. In addition, the employee receives a computerized personal wellness profile to provide a comprehensive health assessment. The District may modify the requirements at any time.
- The District will pay the full cost of the Health Risk Assessment. The Heart Risk Assessment and the Health Survey Assessment must be completed every year and is the responsibility of the employee if he/she desires to have the reduced health insurance premium contribution as set forth below. The Health Survey Assessment is available [here](#).

The eligible employee, including those employees on the Alternative Benefit Plan under section 15.12 will have to select whether to participate in the Health Risk Assessment and Health Survey Assessment on or before May 1st. Employees with pre-existing medical conditions may be exempt from portions of the Health Risk Assessment based upon certification from the employee's physician that the employee cannot complete that portion of the Health Risk Assessment due to the employee's pre-existing medical condition. The employee is still obligated to complete the other portions of the Health Risk Assessment and the Health Survey Assessment in order to receive the lesser insurance premium contribution. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification. If the Health Risk Assessment is not completed by June 1st the employee will be responsible for the health insurance contribution at the higher rates effective July 1st if the employee is enrolled in the District's health insurance. If the Health Risk Assessment is not completed by June 1st the employee will have his/her alternative benefit plan cash payment reduced by \$25.00 per month effective July 1st, if the employee is enrolled in the District's alternative benefit plan.

The District will be responsible for contacting a health provider and arranging the Health Risk Assessment for the employees. The District will offer the assessment on-site at a date and time established by the district. An employee may schedule an appointment for the Health Risk Assessment off-site directly with their health care provider.

The only information that the District will receive from the health provider is whether the employee did or did not take the Health Risk Assessment and Health Survey Assessment.

LIABILITY INSURANCE

Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy. Employees may inspect the District's liability insurance policy upon request.

Life Insurance

The District provides life insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. (Based on start/end dates and FTE)

Eligibility: Minimum Hours for Any Board Contribution: An employee whose individual contract or letter of appointment is at least 75% of FTE (75% of professional contract or a minimum of 1365 hour [1820 hours is FTE] for non-professional staff) is eligible to participate in the Districts' life insurance. Hours worked beyond those set forth in a contract or letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 75% FTE are not eligible to participate in the District's life insurance plan. Employees whose hours are reduced during the term of the contract or letter of appointment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The insurance benefits shall cease at the end of the month the resignation or termination becomes effective. (Based on start/end dates and FTE)

LONG-TERM DISABILITY

The District provides long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. (Based on start/end dates and FTE)

Eligibility: Minimum Hours for Any Board Contribution: An employee whose individual contract or letter of appointment is at least 75% of FTE (75% of professional contract or a minimum of 1365 hour [1820 hours is FTE] for non-professional) is eligible to participate in the Districts' long-term disability insurance. Hours worked beyond those set forth in a contract or letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. employees whose assignments are for less than 75% FTE are not eligible to participate in the District's long-term disability plan. Employees whose hours are reduced during the term of the contract or letter of assignment shall have their eligibility and

contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The long-term disability benefits shall cease at the end of the month the resignation or termination becomes effective.

WISCONSIN RETIREMENT SYSTEM (WRS) CONTRIBUTIONS

The District contributes the employer's share. The employee shall pay the employee's required WRS contribution as required by state statute. Eligibility requirements as determined by WRS

ALTERNATE BENEFIT PLAN [ABP] IN LIEU OF HEALTH INSURANCE

Implementation of the Alternative Benefit Plan for eligible employees. Eligible employees who choose the ABP option will be required to sign up by May 1st and commit to this change to be effective July 1st.

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

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

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

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

1. Participation in the District's health plan, with the 88% (district) 12% (employee) shared premium contribution
2. A cash payment equal to the amount listed below.
3. Amount to be prorated based upon term and FTE of employment.

Cash Compensation: The cash contribution dollar amount shall be equal to: (reviewed annually)



2020-21	\$6500.00 - Prorated on a monthly basis & based on FTE
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The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at seventy-five percent (75%) or more of a full-time contract who selects the cash compensation shall receive a prorated amount of the District’s contribution based upon the part-time employee’s percentage of full-time employment.

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

Beginning Eligibility Date for Alternative Benefit Plan Payments:

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

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

COBRA LAW CONTINUATION OF DISTRICT HEALTH PLAN PARTICIPATION

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

Qualifying Events:

- An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical and dental) may qualify for continuation coverage if District sponsored coverage is lost due to the occurrence of any of the following qualifying events: Voluntary or involuntary termination of employment for any reason other than "gross misconduct";
- Voluntary or involuntary termination of employment for any reason other than "gross misconduct";
- Death of the covered employee;
- Divorce or legal separation from the covered employee;
- Loss of "dependent child" status;
- Eligibility for Medicare entitlement;
- Reduction in work hours such that the employee no longer qualifies for coverage under the plan.

Period of COBRA Continuation: In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months but may be extended to a total of twenty-nine (29) months in certain cases of disability (see Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.

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

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

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

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

- Termination of Coverage: Employee continuation coverage may be terminated automatically if:
- The employee fails to make a monthly premium payment to the District on time;
- The employee obtains similar coverage through a different employer;

- The employee becomes eligible for Medicare and converts to an individual policy;
- The District terminates its health plan;
- The employee's guaranteed continuation period expires.

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

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

Disability Extension - If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from his or her family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and his or her family's qualified beneficiaries may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11)-month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from his or her family is disabled and within the first eighteen (18) months of COBRA continuation coverage. (The cost of COBRA coverage will increase from 100% to 150% of total premium during this additional eleven (11)-month extension period.).

WORK STOPPAGE

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

CONFORMITY TO LAW

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

Part 2:

Administrative Contracts



Administrative Contracts covered under this definition would include, but are not limited by enumeration, the following:

- District Administrator/Building Principal
- Associate Principal
- Curriculum Coach

DISCIPLINE, TERMINATION AND NONRENEWAL

STANDARD FOR NONRENEWAL FOR ADMINISTRATORS – as set forth in individual contracts.

STANDARD FOR DISCIPLINE AND TERMINATION - as set forth in individual contracts.

DISCIPLINARY MATERIALS

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

LIQUIDATED DAMAGES

In the event said Administrator breaches this contract by termination of services during the term hereof as described above, the sum of Four Thousand dollars (\$4,000) is determined to be reasonable liquidated damages which the parties, looking forward, reasonably anticipate will follow from such a breach and the Board may, at its option, demand to recover from the Administrator such amount of liquidated damages; provided, however, that this expressed intent to liquidate the uncertain damages and harm to the school district is not the exclusive remedy or right of the Board, but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from such a breach by the said Administrator.

JOB RESPONSIBILITIES

Professional Level of Competence

Administrators shall perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations and policies of the Board which now exist, or which may be hereinafter enacted by the Board.

Devotion of Full-time to Job

Except as otherwise provided in the administrator's individual contract, administrators shall devote full time to the duties and responsibilities normally expected of the administrator's position. Administrators shall not engage in any pursuit, or accept any other employment, which interferes with the proper discharge of the Administrator's duties and responsibilities.

Administrator License or Certificate

Administrators shall maintain a valid license or certificate, properly registered and issued by the State of Wisconsin, sufficient to lawfully permit each administrator to perform such duties as may be assigned.

Job Description

Upon written request, the Board shall provide administrators with written job descriptions of each administrator's services, duties and obligations.

WORK SCHEDULES

Work Schedules for Administrative Staff

Administrative staff work schedules are set by the District Administrator with the professional duties of each administrator taken into account in the setting of the work schedule. Each administrator's work schedule will be aligned with the days and term of employment specified in the administrator's individual contract. Full time employees are expected to work eight-hour duty days. Professional staff (exempt personnel in accordance with the Fair Labor Standards Act) such as district administrators, associate principals, and curriculum coordinators, are expected to report for duty for at least eight hours each day, excluding a 30-minute lunch break. Administration schedules may vary because of staggered starting times and job responsibilities, so long as all employees listed are scheduled for a minimum eight-hour duty day.

PROFESSIONAL GROWTH

Requirement to Remain Current

All administrators shall engage in independent and active efforts to maintain high standards of individual excellence. Administrators are encouraged to continue professional growth through participation in conventions, programs, professional meetings and other activities conducted by local, state and national administrator associations; seminars, workshops and courses offered by institutions of higher learning, and other formal and informal professional development activities.

PROFESSIONAL REIMBURSEMENT PROGRAM

The professional reimbursement program shall be pursuant per contract.

ADMINISTRATOR EVALUATION

General Provisions

Administrators shall receive written evaluations based on board-adopted position descriptions, including job-related activities.

Evaluation Frequency

Administrators shall receive a written evaluation at the end of their first year of employment and at least every year thereafter.

Evaluators

The board is responsible for the district administrator’s evaluation. The district administrator is responsible for the evaluation of other administrators and shall either perform those evaluations him or herself or shall direct that those evaluations be performed by other persons who have the training, knowledge and skills necessary to evaluate professional administrative school personnel.

PROFESSIONAL COMPENSATION

Professional Compensation

Each administrator shall be compensated in accordance with the terms of his or her individual contract.(Based on start/end dates and FTE)

POST-EMPLOYMENT BENEFITS ON INDIVIDUAL CONTRACTS

Each administrator shall receive post-employment benefits in accordance with the terms of his or her individual contract. This benefit should not exceed that of other employees in the district.

Part 3

Teachers with Individual Contracts under Section 118.22,
Wis. Stats.



DISCIPLINE, TERMINATION AND NONRENEWAL

Standard for Non Renewal for Teachers

Probationary Teacher: A probationary teacher may be non-renewed during their probationary period for any reason, and such nonrenewal will not be subject to the grievance provisions of this Handbook or in Policy 3340 Grievance Procedure unless such non-renewal is due to the employee's failure to meet the District's performance expectations. All other non-renewals shall be exclusively subject to the provisions of section 118.22, Wis. Stats.

Non-Probationary Teacher: After completing the probationary period, the following procedure for nonrenewal will be followed:

A non-probationary teacher who has been placed on an intensive support plan under the District's evaluation procedures for all or part of two (2) or more consecutive semesters may be non-renewed for reasons that are not arbitrary or capricious.

A nonrenewal shall not be deemed a "termination" under the grievance procedure in District Policy in Policy 3340 Grievance Procedure unless such non-renewal is due to the employee's failure to meet the District's performance expectations. All other non-renewals shall be exclusively subject to the provisions of section 118.22, Wis. Stats.

Length of Probationary Period for Teachers:

All teachers hired before July 1, 2011 who possess one of the following licenses: a professional educator license under Wis. Admin. Code PI 34.18; a master educator license under Wis. Admin. Code PI 34.19; a life license under Wis. Admin. Code PI 34.20; or were hired as an initial educator license under Wis. Admin. Code PI 34.17 prior to July 1, 2011 shall serve a three (3) year probationary period from the Teacher's initial date of hire. Initial date of hire is defined as the Teacher's most recent date of hire with no break in service.

All teachers new to the District hired on or after July 1, 2011 shall serve a three (3) year probationary period.

Standard for Discipline and Termination:

A teacher may be disciplined or terminated for "cause." Such discipline or termination shall be subject to the Board Policy 3340 Grievance Procedure as found under Policies of this Handbook. "Cause" is defined as the following:

There is a factual basis for the discipline or termination: The factual basis must support a finding of teacher conduct in which the District has a disciplinary or termination interest; and

Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

Representation:

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

Disciplinary Materials:

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

Separation of Employment:

- The employment relationship between the District and any teacher is ended:
- If the teacher is discharged for just cause.
- If the teacher quits his/her employment.
- If the teacher fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
- If the teacher retires.

LIQUIDATED DAMAGES

f the teacher with a signed contract for the ensuing school year or during the contract term seeks release or breaches this contract after July 1, he/she shall forfeit five hundred dollars (\$500), after August 1st he/she shall forfeit seven hundred and fifty dollars (\$750), after August 15th he/she shall forfeit one thousand dollars (\$1,000), and after the first teacher contract working day he/she shall forfeit one thousand five hundred dollars (\$1,500) as liquidated damages for securing a replacement. It is further agreed by the parties hereto, that, in the event said teacher breaches this contract by termination of services during the term hereof, the Board may, at its option, demand to recover from the teacher such amount of liquidated damages as set forth above; provided, however, that this expressed intent to liquidate the uncertain damages and harm to the school district is not the exclusive remedy or right of the Board, but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from such a breach by the said teacher.

PROFESSIONAL HOURS/WORKDAY

Normal Hours of Work:

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats.

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time teachers in positions authorized as "40 hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period. The actual workday has been established by the Board.

Teacher Absence and Substitutes:

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to call/record the leave in Skyward Financial/Employee Access.. If possible, such notification should be made the evening prior to the day of absence, or before 6:00 a.m. on the day of an absence. This will help to provide time for obtaining a substitute teacher.

Limitations on the docking of pay of exempt employees:

- Exempt employees need not be paid for any workweek in which they perform no work and use no accrued paid leave. See 29 CFR §541.602(a).
- Deductions from pay may be made when an exempt employee is absent from work and does not use accrued paid leave for one or more full days for personal reasons, other than sickness or disability. See 29 CFR §541.602(b)(1).
- Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with a bona fide plan, policy or practice of providing accrued paid leave for such sickness or disability and where the employee has exhausted such leave. See 29 CFR §541.602(b)(2).
- While an employer cannot make deductions from pay for absences of an exempt employee occasioned by jury duty, attendance as a witness or temporary military leave, the employer can offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of the exemption. See 29 CFR §541.602(b)(3).
- Deductions from the pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules. Such suspensions must be imposed pursuant to a written policy applicable to all employees. See 29 CFR §541.602(b)(5).
- An employer is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Federal or Wisconsin Family and Medical Leave Acts. Rather, when an exempt employee takes unpaid leave under either Family and Medical Leave Act, an employer may pay a proportionate part of the full salary for time actually worked. See 29 CFR §541.602(b)(5).

- Exempt employees who are eligible to accrue sick, personal and other paid leave who take leave for personal reasons or because of illness or injury of less than one work day may have their pay docked when such accrued leave is not used by the employee because:
 - Permission for its use has not been sought or has been sought and denied;
 - Accrued leave has been exhausted; or
 - The employee chooses to use leave without pay.

- It is the policy of the Stone Bank School District that improper pay deductions from the salary of exempt employees under the federal Fair Labor Standards Act as specified in board policy, this handbook and 29 C.F.R. § 541.602 are prohibited. Employees are to promptly report any improper pay deductions to the District Accountant. Employees who have had improper deductions made from their compensation will be promptly reimbursed. See 29 CFR §541.603(d).

ADMINISTRATIVELY CALLED MEETINGS

Staff Meetings: Teachers are required to attend all mandatory administratively-called staff meetings. Administratively-called meetings may be held prior to the normal workday or after the student day. Whenever possible these meetings will be no more than 45-minutes in length. The number of staff meetings shall be established by the District. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively-called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

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

Attendance at School Events:

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

Consultation with Parents:

Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and

for the excellence of our schools. Such consultation may be in the form of phone contacts, home visits, progress reports, in-person appointments, etc. in addition to the scheduled parent/teacher conferences.

Emergency School Closures:

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

School Calendar:

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

PROFESSIONAL GROWTH

Requirement to Remain Current:

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

TEACHER SUPERVISION AND EVALUATION

General Provisions:

The District Administrator shall implement procedures and criteria for observing, supervising and evaluating teachers that aligns with the Department of Public Instruction's Educator Effectiveness model.

Evaluators:

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her certified designer. The administrator may be a District employee who is not an Arrowhead United Teachers Organization (AUTO) member or a non-District employee who is a certified administrator. The District will provide the teachers with their placement within the supervision and evaluation rotation cycle. The District may modify this list at any time during the contract year.

Teacher Evaluation Process:

Basic Requirements:

- Probationary teachers in their first 3 years of employment in the District shall be evaluated at least three times annually with a summative evaluation completed each year.
- All non-probationary teachers will be required to submit one Student Learning Objective (SLO) and one Professional Practice Goal (PPG). A summative evaluation will be completed at least every 3rd year. The summative evaluations shall assess performance in; Planning and Preparation, The Classroom Environment, Instruction, and Professional Responsibilities (Educator Effectiveness, Act 166).
- All teachers will write one SLO and one PPG by October 30th annually that align with School Improvement Goals and the Strategic Plan. The SLO and PPG will be reviewed at the beginning, middle and end of the school year.

Nothing herein shall be interpreted as a limitation on the number of formal or informal evaluations that the administration may conduct on any teacher. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed.

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

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

The response must be initiated by the administrator.

Copy of Evaluation Procedures: A copy of the evaluation forms are available on the Frontline Professional Growth Learning Plan Website. A final evaluation summary shall be submitted to administration and will be placed in the Teacher's personnel file.

Intensive Support: Intensive support is the supervision and evaluation procedure applied to continuing teachers whose performance has not met expectations as of the most recent evaluation conference. Intensive support is designed to improve the overall performance of a veteran teacher whose overall performance has not met expectations. Continuing teachers whose overall performance has not met

expectations may, at the discretion of the District, receive intensive support or may be non-renewed pursuant to § 118.22, Wis. Stats. If in the District's discretion intensive support is offered, the process shall be as follows:

Goal of Intensive Support: The goal of intensive support is for the teacher to meet expectations. The intensive support plan will be designed to meet the specific needs of the teacher and the performance expectations of the District.

Content of Intensive Support: It may include a description of the teacher's deficiencies, a description of appropriate performance, a goal-setting plan to help the teacher develop required skills, a schedule of supervisory activities including at least one evaluation, and a target date by which time the teacher will perform satisfactorily. The plan is not limited to, but might include the following interventions: any means of staff development defined in the District staff development plan, observations and/or support by experts outside the District, and/or peer coaching or mentoring.

PROFESSIONAL DEVELOPMENT OF PROBATIONARY TEACHERS

Probationary teachers may be required to spend up to the hourly equivalent of 3 work days, some prior to the beginning of school, without additional compensation preparing professional and curriculum materials and lesson plans (in addition to being oriented to the District, evaluation practices and general expectations for their assignments) their first year.

INITIAL EDUCATOR PROFESSIONAL DEVELOPMENT PLAN

Mentor for probationary teacher

A new teacher will be provided a qualified mentor by the District. Any continuing teacher interested in being considered for serving as a mentor must submit a letter indicating interest by April 1 of each year. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contract other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.

If a continuing teacher is selected as a mentor, he/she shall be paid a stipend for the period served as a mentor (from August of the first year through October of the subsequent year) for an initial educator. Mentor and Mentee will meet at least twice a month and record activities that develop best practice. This record will be submitted to administration at the end of the school year.

A probationary teacher who is not an initial educator may also be provided a qualified mentor by the District. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contact other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District Teachers or continuing teachers.

The District will make a good faith effort to assign an individual mentor for each probationary teacher; however, a mentor may elect to work with more than one teacher.

TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS

Determination of Assignment:

Teachers will be assigned or transferred by the District Administrator and/or his/her designee to their Assignment Preference Consideration. Teachers may express in writing to the District Administrator and/or his/her design their preference of a) grade level; or b) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee, who shall give due consideration to such requests (subject to the District Administrator's or the designer's authority to assign to all positions the individual who he/she believes is the best fit).

Job Posting:

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on WECAN, emailed to staff, and posted in the Copy/Work Room. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the tentative work hours of the position, and the qualifications required for the position.

Process for Filling Vacancies:

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

Involuntary Transfer:

When the District determines that an involuntary transfer of a teacher is necessary due to the District's inability to fill a vacancy or a new position according to the procedures set forth above, it may, at its discretion, transfer any teacher in the District qualified for the position. No teacher will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator and/or his/her designee which will include the reasons for the transfer. A teacher who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer. A teacher who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline under Part I, Section 5 of this Handbook. If a teacher decides to submit a resignation anytime within the two (2) week period

immediately following the teacher receiving the written transfer notice, the District shall waive the liquidated damages, and accept the teacher resignation for the forthcoming school year. If the District involuntarily transfers a teacher, the teacher shall receive either: Two (2) additional days of pay for time spent preparing for the transfer; or two (2) preparation days in lieu of one of the contact days. The District shall determine which of the above two options shall be selected.

REDUCTION IN FORCE, POSITIONS & HOURS

Reasons for Reduction in Force:

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

Notice of Reduction:

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The nonrenewal notice shall specify the effective date of the nonrenewal and the right to a private conference under § 118.22, Wis. Stats.

Selection for Reduction – Steps:

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

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

Step Two - Volunteers: Volunteers will be non-renewed first. The District will provide the volunteer(s) with a non renewal notice. Requests for volunteers will be sent to teachers within each grade level, departmental and certification area. A teacher who volunteers to be non-renewed under this section will put his/her request in writing. Volunteers will only be accepted by the District if, in the District's opinion, the remaining teachers in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District-directed nonrenewal under this section of the Handbook.

Step Three - Selection for Reduction:

The District shall utilize the following criteria in order of application for determining the teacher for nonrenewal:

Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.

Qualifications as Established by the Board: Including, but not limited to specific skills, certification [if applicable], training, District evaluations, etc.

Qualifications of the Remaining Teachers in the Grade Level or Certification Area: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences may include but not be limited to current and past assignments and practical experience in the area of need.

Performance of the Teachers Considered for Nonrenewal: Performance of the teachers under consideration as previously and currently evaluated. Greater weight may be given to more recent evaluations.

Reduction in Hours Resulting in Nonrenewal:

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

No employee whose position has been eliminated shall have any right to be contacted by the District in the event that a vacancy opens in the future for which laid off employees may be qualified. Likewise, no such employee is entitled to a future position or is provided any preference over other applicants. (School Board Policy 3131)

Insurance Benefits Following Nonrenewal:

Please see Part I, COBRA benefits, for a full explanation of insurance continuation options.

PROFESSIONAL COMPENSATION

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

School Year Payroll: For teachers who do not voluntarily request to be paid on a twelve (12) month basis (24) payroll cycle, the payroll cycle shall be on a ten (10) month basis and shall be placed on a twenty (20) payroll cycle.

**CURRICULUM PLANNING PROJECTS AND OTHER PROJECTS
WITHIN THE SCOPE OF EMPLOYMENT**

Teacher Leadership Roles: The administration may designate team leaders to lead school improvement planning efforts. Team leaders will be selected by team members with the final approval by administration. Team leaders will record hours worked outside the school day and be compensated at the curriculum development rate.

When the District assigns a teacher to work on a curriculum project that is outside of the terms of the individual teacher’s contract, the teacher shall be paid at the curriculum development rate. The length of time and the maximum number of hours for completion of the project shall be determined by the District Administrator (or designee), in his/her sole discretion. In order to be compensated, teachers should submit on a bi-weekly basis the time they work on such projects. Other projects within the teacher’s scope of employment that are approved by the District Administrator (or designee) shall be paid at the same rate.

Expenses:

Teachers required, or approved, by the District administrator to attend conferences, seminars, and inservice training sessions shall not receive reimbursement for travel, meals, lodging, and registration unless prior approval has been received by the District Administrator.

Teacher Mentor	\$27.80/hour up to \$500/yr.
Leadership Team	\$27.80/hour up to \$500/yr.
Curriculum Pay	\$27.80/hour (Must be pre-approved by the District Administrator.)

**MASTER’S DEGREE COMPENSATION FOR MASTER’S DEGREES
FIRST EARNED AFTER JULY 1, 2013**

Accreditation:

Only a Master’s degree earned from an institution recognized by the North Central Association Commission on Accreditation and School Improvement Institute of Higher Education (NCA), or earned at an institution accredited by another accrediting agency recognized by the NCA, will be eligible for a salary stipend.

Prior Approval:

All credits intended to be used for the Master's degree salary adjustment shall be approved by the District in advance of enrollment in the course

In order to qualify for the master's degree salary adjustment, an employee shall have gained the degree either in the field in which he/she is teaching or in an alternative field with prior approval of the District Administrator. When a master's degree does not exist in his/her present teaching field, a teacher may qualify with comparable graduate study in that or another field, subject to the prior approval of the District Administrator.

Payment for the master's degree salary adjustment shall be made at the beginning of the school year following attainment of the necessary credentials.

Proper credentials shall be considered as a statement of degrees attained or status toward a degree. Such statements shall be certified by the college registrar or other college official. Such statements must be in the office of the District Administrator by August 1, and the work must be completed by September 1 of the contract year.

Master's Degree Salary Adjustment:

A teacher who completes his or her master's degree pursuant to the requirements set forth above shall have his/her salary increased by four thousand dollars (\$4,000). The salary adjustment shall prospectively occur on the first payroll of the fiscal year.

Part 4

Regular Non-Exempt Employees Without Individual Contracts under Section 118.22, Wis. Stats. Or Section 118.24, Wis. Stats.



Regular Non-Exempt Employees covered under this definition would include, but are not limited by enumeration, the following:

- Secretaries: District, School

- District Accountant

- Custodians

- Assistants/Aides: Special Education, Teaching/Instructional, Library/Computer,

- Bookkeeping, Clerical, Health Room, Playground/Lunchroom Supervisors

- Cooks, Lunch Cashier, Other hourly not listed

DISCIPLINE AND DISCHARGE

STANDARD FOR DISCIPLINE AND TERMINATION

An employee may be disciplined or terminated for reasons that are not arbitrary or capricious. Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook in District Policy in [Policy 4340 - Grievance Procedure](#).

Representation

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

Disciplinary Materials

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

HOURS OF WORK AND WORK SCHEDULE

LETTER OF APPOINTMENT

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

A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full reduction in force. In the case of a change of assignment the employee shall be given notice of the change of assignment as soon as possible.

REGULAR WORKDAY AND STARTING AND ENDING TIMES

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

Regular Workweek

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

Part-time employees

A schedule of hours shall be prepared for part-time employees. Such a schedule shall be made known to the affected employees. All employees who work six (6) hours or more per day will be entitled to a half-hour unpaid lunch period.

ADDITIONAL HOURS AND OVERTIME - APPROVAL AND ASSIGNMENT

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

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

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

COMPENSATORY TIME OFF

In lieu of overtime pay, employees may, at their option, choose to receive compensatory time off within the same week. Compensatory time off may be taken by mutual agreement between the employer and the employee. One and one-half (1.5) hours of compensatory time off will be granted for each one (1) hour

of work above forty (40) hours per week. Time is for actual hours worked and does not include sick, vacation, holiday or personal leave time. Compensatory time off needs to be used during the same week.

Staff using leave time in the same week as Overtime will have the leave time reduced instead of paying overtime.

TIME SHEETS TRACKING OF HOURS WORKED

Time sheets shall be used by all hourly employees. Employees are responsible for their own time sheets and shall not fill out a timesheet for any other employee. Time sheets will be submitted no later than the last day of the pay period.

EMERGENCY SCHOOL CLOSINGS

All custodians and secretaries are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible.

All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Any employee not at work when school is closed for an emergency, may use a personal day, or not be paid for that day. Employees shall be required to make days up in the event that the District schedules make-up days.

If employees report to work and a decision to close schools is made after that time, those employees will be paid only for the actual hours worked on such a day.

ATTENDANCE AT MEETINGS

Employees required to attend meetings called or scheduled by the Employer shall be paid for all hours spent in attendance at such meetings.

ABSENCES AND SUBSTITUTES

When an employee is to be absent from school and a substitute is needed, it is the responsibility of the employee to record in Employee Access. If possible, such notification should be made the evening prior to the day of absence, or before 6:00 a.m. on the day of an absence. This will help to provide time for obtaining a substitute.

LUNCH PERIOD

All employees who work eight (8) hours or more per day will be entitled to a paid half-hour lunch period.

REDUCTION IN FORCE, POSITIONS & HOURS

Reasons for Selection for Layoff

In the event the Board determines to reduce the number of positions (full layoff) or the number of hours in any position (partial layoff), the District Administrator has the authority to establish the personnel needed to perform duties for the district.

ASSIGNMENTS, VACANCIES AND TRANSFERS

DETERMINATION OF ASSIGNMENT

Employees will be assigned or transferred by the District Administrator of the Stone Bank School District and/or his/her design.

JOB POSTING

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally on WECAN. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted in the Copy/Work room and emailed to staff. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the tentative work hours of the position, and the qualifications required for the position.

INTERVIEWS

An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position, and, if qualified, may be awarded the position.

SELECTION PROCESS

In the event two or more equally qualified District employees apply for a position, the most senior applicant will be selected.

DISTRICT ABILITY TO SELECT THE MOST QUALIFIED APPLICANT

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

DISTRICT ABILITY TO DETERMINE JOB DESCRIPTION

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

INVOLUNTARY TRANSFERS

When the District determines that an involuntary transfer of an employee is necessary, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator which will include the reasons for the transfer. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline.

PAID VACATION

FULL YEAR EMPLOYEE

All twelve-month employees shall receive the following vacation with pay depending on years of service as measured each July 1st. For calculation purposes vacation is earned based upon the prior years of service.

Year one (1) to six (6) years:	10 days of vacation
After six (6) years to fourteen (14) years:	15 days of vacation
After fourteen (14) years:	20 days of vacation

Vacation days shall be earned for each month of service. Vacation though credited at the beginning of each fiscal year is vested only upon completion of the work year. If the employee is terminated or resigns prior to the completion of the contract year, he/she will be credited only with those days earned at the time employment is severed and a sum equal to the vacation days used but not earned would be deducted from the remaining pay. Deductions will be based on paid vacation leave earned per month of employment. For example, if an employee was eligible for 10 days of vacation and left after six months of employment during the contract year, the employee would have earned 6/12th of the vacation allotment, or 5 days of vacation. If the employee used more than 5 days of vacation prior to the end of the contract year, he/she will have a pay deduction on his/her final paycheck the equivalent of the number of days used above 5 days.

VACATION ACCUMULATION

An employee may carry over vacation days from the prior year to the next year's vacation amount. Vacation days from the prior year must be utilized by September 1st or they shall be forfeited. Exceptions can be made with administrative approval.

PAYMENT UPON TERMINATION/TRANSFER TO A POSITION NOT ELIGIBLE FOR VACATION

Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in his or her accumulation.

SCHEDULING OF VACATION

Vacation time may be taken in full blocks, or in shorter blocks not less than one hour as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days' notice may be approved by the District Administrator and/or his/her designee. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period, but the District Administrator and/or his/her designee will have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives. Employees are encouraged to take vacation during the school vacation months or break periods.

HOLIDAYS

HOLIDAYS DEFINED

A paid holiday is a day off with pay for the number of hours the employee normally works. Paid holidays will be provided to full-time and part-time employees according to their work schedule. Example: If you are scheduled to work on a Thursday and the holiday falls on a Thursday, you will receive the holiday pay. If it is not a normally scheduled work day, you will not receive holiday pay.

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

New Year's Day-January 1	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Good Friday	Christmas Eve Day-December 24
Independence Day-July 4	Christmas Day-December 25
Labor Day	New Year's Eve Day-December 31

B. School Year employees working **less than 260 days** per calendar year:

Labor Day	Thanksgiving Day
Christmas Day-December 25	Memorial Day

HOLIDAYS FALLING ON WEEKENDS

If any of the holidays listed above, falls on a Saturday, the preceding workday shall be observed as the holiday. If any of the above-named holidays falls on a Sunday, the following workday shall be observed as the holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday shall be observed as the December 31st holiday and the preceding Friday shall be observed as the January 1st Holiday. If December 24 and December 31 fall on a Sunday, the preceding Friday shall be declared the holiday unless the preceding Friday is a student contact day. If the preceding Friday is a student contact day, section 6.03 will apply.

HOLIDAYS DURING VACATION

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

ELIGIBILITY FOR HOLIDAY

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

PAYROLL CYCLE AND EXPENSES

PAYROLL CYCLE

Calendar Year employees: All employees scheduled to work the full calendar year will be placed on the twelve- month (12) payroll basis.

School Year employees: All employees scheduled to work the school calendar year will be paid on the ten- month (10) payroll basis.

EXPENSES

Employees required, or approved, by the District administrator to attend conferences, seminars, and inservice training sessions shall not receive reimbursement for travel, meals, lodging, and registration unless prior approval has been received by the District administrator.

JOB RELATED TRAINING AND LICENSURE

In-Service Training

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

REGULAR NON-EXEMPT EMPLOYEE EVALUATIONS

EVALUATION

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

PROCEDURES AND INSTRUMENTS

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

FREQUENCY

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

RECEIPT OF EVALUATION

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

COMMENTS, DISPUTES

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

EVALUATORS

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

RESIGNATION FROM EMPLOYMENT

Notice of Resignation of Employment

Employees will give written notice of resignation of employment, as soon as possible, but are requested to give at least ten (10) working days prior to the effective date of resignation. If an employee has overused the holiday, sick or vacation time earned, the employee will have an amount equal to the value of that overused leave withheld from his or her last paycheck. The District may withhold the employee's final paycheck until all district keys, door fobs, and other equipment are returned to his/her supervisor. The District's obligation to pay its share of the employee's insurance benefits will terminate at the end of the month in which the employee works his/her last day. Any employee who violates this Article shall, at the District's discretion, forfeit any accrued benefits.

Appendix: C

Employment Posters

Employee Protections Against Use of Honesty Testing Devices

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_10861_p.pdf

Employee Rights and Responsibilities

Under the Family and Medical Leave Act

English <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

Employee Rights Under the Fair Labor Standards Act

English <http://www.dol.gov/whd/regs/compliance/posters/minwagep.pdf>

Employee Rights under Wisconsin's Business Closing/Mass Layoff Notification Law

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_s_p.pdf

Federal Fair Labor Standards Act

<http://www.dol.gov/whd/regs/compliance/posters/wh1385State.pdf>

Hazardous Chemicals in the Workplace?

English <http://commerce.wi.gov/sb/docs/SB-PubSectSafHazardousPoster6894.pdf>

Hours and Times of Day Minors May Work in Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_p.pdf

Spanish https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_s_p.pdf

Notice to Employees About Applying for Wisconsin Unemployment Benefits

English https://dwd.wisconsin.gov/dwd/publications/ui/ucb_7_p.pdf

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9116_p.pdf

Notification Required When Employers Decide to Cease Providing a Health Care Benefit Plan

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11054_p.pdf

Occupational Injuries and Illnesses Summary

English

http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=11301

OSHA Job Safety and Health

English <http://www.osha.gov/Publications/osha3165.pdf>

Public Employee Safety and Health

English <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

Retaliation Protection for Health Care Workers

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_12210_p.pdf

Appendix: D

U.S. DEPARTMENT OF LABOR WORKPLACE POSTER REQUIREMENTS FOR SMALL BUSINESSES AND OTHER EMPLOYERS

<http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>

Your Rights Under USERRA: The Uniformed Services Employment and Reemployment Act

(complete information from Dept. of Labor)

English http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf#Non-Federal

Your Rights Under USERRA

The Uniformed Services Employment and Reemployment Rights Act

English http://www.dol.gov/vets/programs/userra/userra_private.pdf

Wisconsin Fair Employment Law

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_p.pdf

Wisconsin Family and Medical Leave Act

English <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

Wisconsin Minimum Wage Rates

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_p.pdf

APPENDIX E:

SCHOOL DISTRICT NOTICE OF PRIVACY PRACTICES REQUIRED NOTIFICATION

THIS NOTICE IS BEING SENT TO YOU AS REQUIRED BY FEDERAL REGULATION.

IT DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

THE DISTRICT'S LEGAL DUTIES

The District is required by law to safeguard the privacy of your protected health information. The District is also required to give you this Notice about our legal duties and privacy practices relating to protected health information. Protected health information is any individually identifiable health information relating to your past, present or future physical or mental health or condition; the provision of health care services to you; or the payment of past, present, or future health services to you, whether that information is written, electronic, oral, or recorded in another medium. The information may be created or received by entities such as health care providers, health plans, or employers.

The District is required to abide by the terms of this Notice currently in effect. The District reserves the right to change our privacy practices and the terms of this Notice for all protected health information the District maintains even if the information was created or received before issuing the revised Notice. If a material revision is made, the District will distribute a copy of the revised Notice.

This Notice takes effect on July 1, 2012 and remains in effect until the District replaces it. You may request a copy of this Notice at any time. For more information about our privacy practices, or for additional copies of this Notice, please contact the individual designated at the end of this Notice.

USES AND DISCLOSURES

The District may use and disclose your health information for the following purposes:

Treatment: The District may use and disclose your protected health information to provide, coordinate, or manage your health care and any related services with a physician or other health care provider. For example, the District may disclose to a treating neurologist the name of your treating general physician so that the neurologist may request medical records from the treating general physician.

Payment: The District may use and disclose your protected health information to determine and to fulfill coverage responsibilities and provide benefits under the District's health plan. The District may also use and disclose your protected health information to obtain or provide reimbursement for benefits provided. For example, a third-party administrator may send you a detailed bill or explanation of benefits form, which may include information that identifies you, your diagnosis, and the procedures that you received.

Healthcare Operations: The District may use and disclose your protected health information for certain administrative, financial, legal, and quality improvement activities necessary to run our business and to support the core functions of treatment and payment. For example, such activities could include, but are not limited to, underwriting and other activities relating to the

creation, renewal, or replacement of a contract for health benefits. Such activities also include sharing your protected health information with third party “business associates” that perform various activities for us.

Family and Representatives: The District must disclose your protected health information to you, as described in the Individual Rights section of this Notice. The District may disclose your health information to a family member, friend or other personal representative formally designated by you or by law to the extent necessary for the proper provision or payment of healthcare.

Persons Involved in Your Care: The District may use or disclose protected health information to notify, or assist in the notification of (including identifying or locating) a family member, a personal representative of the individual, or another person responsible for the care of the individual of the individual’s location, general condition, or death. If you are present, you will have the opportunity to object to such use or disclosure of your protected health information. If you are not present, or the opportunity to agree or object cannot be provided due to incapacity or emergency, the District, in the exercise of professional judgment, may determine whether the disclosure is in your best interest. The District may use professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to act on your behalf to receive protected health information.

Business Associates: The District may disclose protected health information to business associates that perform services on behalf of the District. To protect the privacy of your health information, the District will contractually require business associates to maintain appropriate safeguards to protect your protected health information.

Abuse or Neglect: The District may disclose protected health information about an individual whom we reasonably believe to be a victim of abuse, neglect, or domestic violence to a government authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect, or domestic violence.

Health Oversight Activities: With certain exceptions, the District may disclose your protected health information to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight of specified programs.

Public Health Activities and Related Purposes: The District may disclose your protected health information to public health authorities authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions. In addition, the District may disclose protected health information to a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect. The District may also disclose your protected health information to a person subject to the jurisdiction of the Food and Drug Administration (FDA) with respect to an FDA-regulated product or activity for which that person has certain responsibilities.

Required by Law: The District may use or disclose protected health information to the extent that federal, state or local law requires such use or disclosure and the use or disclosure complies with, and is limited to the relevant requirements of such law.

Judicial and Administrative Proceedings: The District may disclose protected health information in the course of any judicial or administrative proceeding: 1) in response to an order of a court or administrative tribunal, or 2) in response to a subpoena, discovery request, or other lawful process.

Law Enforcement Purposes: The District may disclose your protected health information to assist law enforcement officials in the performance of their law enforcement duties and as required or permitted by law.

Workers' Compensation: The District may disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs that provide benefits for work-related injuries or illness without regard to fault.

Health and Safety: The District may, consistent with applicable law and standards of ethical conduct, use or disclose protected health information, if we, in good faith, believe the use or disclosure will avert a serious threat to health or safety of a person or the public.

Plan Sponsor: The District may disclose your protected health information to district officials as needed to fulfill our administrative responsibilities relating to the district's Health Care Plan.

National Security: The District may use and disclose the protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission, if the appropriate military authority has published by notice the appropriate information. The District may also disclose to authorized federal officials health information required for lawful intelligence, counterintelligence, and other national security activities. The District may disclose to a correctional institution or law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual upon a showing of necessity.

INDIVIDUAL RIGHTS

Access: You have a right to inspect and obtain a copy of protected health information about you, with exceptions, for so long as the District maintains the information. Requests for access must be made in writing and sent to the contact person at the end of this Notice. Requests for copies must be made in writing and sent to the contact person listed at the end of this Notice. You may request the information in a format other than hard copies and the District will comply with your request if practicable. You will be charged a reasonable cost-based fee for expenses such as copies, labor, postage, and preparation fees for a summary of the health information if you request one. The District may deny requests in certain cases. You have a right to request a review of certain denials of access.

Restriction: You have the right to request additional restrictions on the use and disclosure of your protected health information. Any such request must be made in writing and must state the specific restriction requested and to whom that restriction would apply. The District is not required to agree, but if it does, the District will not use or disclose, except in certain emergencies, protected health information in violation of the restriction.

Confidential Communications: You have the right to request that the District communicate with you regarding your protected health information by alternative means or at alternative locations. Your request must be in writing and must specify an alternative address or other method of contact. The District will accommodate reasonable written requests if you clearly state that the *disclosure of all or part of your protected health information could endanger you.*

Amendment: You have the right to request that the District amend your protected health information, if that information is in error. Your request must be in writing and state the reason for your request. If your request is denied, you have a right to submit a written statement disagreeing with the denial. The District has the right to issue a rebuttal to your statement, in which case, a copy will be provided to you.

Accounting: You have a right to receive an accounting of disclosures of your protected health information made by the District or our business associates for purposes other than treatment, payment or health care operations and certain other activities. The District will provide the first accounting to you in any 12-month period without charge. If you request an accounting more than once in a 12-month period, the District may charge you a reasonable cost-based fee. If the District will charge a fee, it will notify you in advance and provide you an opportunity to withdraw or modify your request for a subsequent accounting in order to avoid or reduce the fee.

Authorization: The Plan will obtain your written authorization for uses or disclosures that are not identified by this Notice. Subject to certain limitations, you may revoke any authorization in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

Electronic Notice: If you receive this Notice electronically, you may still obtain a paper copy upon request to the contact person listed at the end of this Notice.

COMPLAINTS

You have the right to file a complaint if you believe your privacy rights have been violated. You may file a complaint by writing to the District's Privacy Officer (see Contact Information, below). You may also file a complaint with the Department of Health and Human Services. You will not be retaliated against for filing a complaint.

CONTACT INFORMATION

For further information or if you have a concern or complaints about the District's privacy policies, please contact

Ryan Krohn, District Administrator/Principal
N68W33866 County Road K
Oconomowoc, WI 53066

Appendix: F

FAMILY & MEDICAL LEAVE OF ABSENCE ("FMLA")

[Administration FMLA](#)

[Professional staff FMLA](#)

[Support staff FMLA](#)

Introduction

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

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

Eligibility Requirements

To be eligible for leave under the FMLA, you must have been employed by the Board for at least twelve (12) months in the past seven (7) years and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the requested leave. All full-time instructional staff members are deemed to meet the 1,250 hour requirement.

To be eligible for leave under the WFMLA, you must have been employed for more than fifty-two (52) consecutive weeks and have worked or been paid for at least 1,000 hours in the preceding fifty-two (52) weeks. The kind and amount of leave available to you under this policy, as well as your rights during leave, depending upon whether you satisfy the above requirements.

Qualifying Reasons for Leave

The Board provides family and medical leave for eligible staff members under the following circumstances:

- for the birth of the eligible staff member's child and to care for a newborn child

- for placement with the eligible staff member of a child for adoption or foster care
- to care for an eligible staff member's spouse, child or parent with a "serious health condition"

The term "child" generally includes a legal ward or a biological, adopted, foster or stepchild. For leaves governed exclusively by the FMLA, the term also includes a son or daughter for whom you have assumed the day-to-day obligations of a parent. A child must be either under eighteen (18) years of age or unable to care for himself/herself due to a physical or mental disability or, for leave under State law only, unable to care for himself/herself due to a serious health condition.

"Parent" includes a staff member's spouse's legal guardian only if you are requesting leave under the WFMLA.

"Spouse" includes a qualified domestic partner for leaves governed by the WFMLA. Domestic partnerships must be registered with the county of residence and proof of such registration may be requested prior to approval of leave. Unregistered domestic partners must demonstrate that they are 1) both over age eighteen (18); 2) not in a domestic partnership or marriage with another individual; 3) they share a common residence; 4) they are not related in any way that would prohibit marriage under Wisconsin law; 5) they consider each other to be immediate family members and agree to be responsible for the other's living expenses. because of a serious health condition that makes the eligible staff member unable to perform the essential functions of his/her position because of a qualifying exigency resulting from active military service by the employee's spouse, son, daughter, or parent in covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; (maximum fifteen (15) calendar days); 7) post-deployment activities; 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- to care for a service member who is the employee's parent, spouse, child or next of kin who, while on active military duty, sustains a serious injury or illness or aggravation of a pre-existing illness or injury while in the line of duty, while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, in the line of duty which renders the service member medically unfit to perform the member's office, grade, rank, or rating

Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Caregivers. Leave is available for up to twenty-six (26) weeks in a twelve (12) month period. This type of leave is available for serious injury or illness which results in:

- inpatient medical treatment, recuperation or therapy;
- outpatient services at a military treatment facility or assignment to a unit established for the purpose of providing command and control of service members receiving outpatient medical services; or
- assignment to the temporary disability retired list.

The maximum twenty-six (26) weeks of Federal leave to care for a service member includes, and is not in addition to, all other FMLA leave. In other words, employees may not take more than a total of twenty-six (26) weeks of FMLA leave during a single

twelve (12) month period for any qualifying reasons under the FMLA. For instance, if an employee takes the maximum twelve (12) weeks of Federal FMLA leave for his/her own serious health condition, the employee may then only take fourteen (14) weeks of FMLA leave within that same twelve (12) month period to care for a military family member injured in the line of duty.

The District Administrator will determine whether an employee's request for leave qualifies under one (1) of the above categories.

Amount of Leave Available

Under the FMLA, if the staff member satisfies the eligibility requirements set forth above, s/he is entitled to a total of twelve (12) work weeks of leave in a calendar year for any of the reasons stated above, with the exception of leave to care for an injured service member, which is provided as described in (F) above.

Under the WFMLA, if the staff member satisfies the eligibility requirements set forth above, s/he is entitled to ten (10) work weeks of leave in a calendar year as follows:

- a total of six (6) weeks of leave for the birth of his/her natural child and/or the placement of a child with the staff member for, or as a precondition to, adoption;
- a total of two (2) weeks of leave to care for a covered family member with a serious health condition; and
- a total of two (2) weeks of leave due to the staff member's serious health condition.

Board policy calls for concurrent Federal/State leave coverage whenever a staff member is eligible for leave under both the FMLA and WFMLA to the extent available under the law. All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining an employee's eligibility for FMLA leave.

Definitions of Serious Health Conditions

In conjunction with the certification provided by a healthcare provider, the Board reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling a staff member to family or medical leave under State or Federal law.

In general, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves one (1) of the following:

Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital or other care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

Absence Plus Treatment

A period of incapacity of more than three (3) consecutive calendar days* (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

- treatment two (2) or more times by a healthcare provider, a nurse, physician's assistant or physical therapist under a healthcare provider's supervision, order or referral as appropriate within thirty
- (30) days of the first date of incapacity; or
- treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider and occurs within seven (7) days of the first day of incapacity.

*Under the WFMLA, leave may also be available for a "serious health condition" of less than three (3) consecutive days in duration.

Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

Chronic Conditions Requiring Treatment

A chronic condition which:

- requires periodic visits of at least two (2) times per year for treatment by a healthcare provider, or by a nurse or physician's assistant under a healthcare provider's supervision;
- continues over an extended period of time (including recurring episodes of a single underlying condition); and
- may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. You or your family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider (e.g., Alzheimer's disease, a severe stroke, or the terminal stages of a disease). The continued existence of such a chronic condition is subject to certification no more than once every six (6) months.

Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, including: cancer (chemotherapy, radiation, etc.); severe arthritis (physical therapy); or kidney disease (dialysis).

Required Staff Member Notice

The staff member must provide the District Administrator with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for your own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with childbirth or adoption, the staff member must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practical due to uncertainty as to when leave will be required to begin, a change in circumstances or medical emergency, notice must be given as soon as practical. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

Employees must provide an explanation as to why proper advance notice was not provided in such cases and may be required to verify the explanation. Notice that was not provided timely without reasonable explanation may result in the denial of the leave request.

The staff member must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting an FMLA leave request form to the District Administrator (forms available from the U.S. Department of Labor).

When planning medical treatment, the staff member should consult with his/her supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of the staff member's healthcare provider. The staff member is ordinarily expected to consult with his/her supervisor in order to work out a treatment schedule which best suits his/her needs, as well as the District's.

If a staff member must take more leave than originally anticipated, s/he must notify the District Administrator within two (2) business days of learning of the circumstances necessitating the extension.

Certification by Healthcare Provider

If a staff member requests leave due to his/her own serious health condition or the serious health condition of his/her spouse, child or parent, the Board requires that the leave request be supported by certification issued and signed by a healthcare provider for the individual with a serious health condition. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed. The Board reserves the right to certify all information permitted by law.

The staff member must provide the fully completed certification to the District Administrator within fifteen (15) calendar days of the date that the certification is provided to the staff member, unless it is not practicable to do so despite the staff member's diligent, good faith efforts. If it is not practicable to return the certification within fifteen (15) calendar days, it must be returned to the District Administrator as soon as practicable.

If the staff member fails to submit the certification, the leave or continuation of leave may be delayed until the certification is submitted. Further, any absence prior to the date the certification is furnished may be considered unauthorized. A staff member who is absent without authorization may be disciplined, up to and including termination.

The District Administrator will give a staff member a reasonable opportunity to cure any deficiency in a certification, but not fewer than seven (7) calendar days. It is the responsibility of the staff member or family member with a serious health condition to use a healthcare provider who will complete and furnish an accurate certification in a timely manner.

A member of the administration, other than the staff member's direct supervisor, may contact the healthcare provider to clarify illegible answers and to authenticate the certification. If the certification is incomplete or otherwise unclear, the administrator must request that the employee obtain updated or completed information from the healthcare provider and return it directly to the administrator.

If the District Administrator doubts the validity of a certification, the District Administrator may require, at the Board's expense, that the staff member obtain a second opinion from a Board-designated provider, not regularly employed by the Board. If the opinions of the staff member's and the Board's healthcare providers differ, a third, final and binding opinion may be obtained. The staff member must cooperate in obtaining a second or third opinion including facilitating the transfer of pertinent records to the subsequent healthcare providers.

The District Administrator may request re-certifications on a periodic basis as permitted by law.

Designation of Leave

In all circumstances, it is the responsibility of the District Administrator to designate leave, whether paid or unpaid, as FMLA leave and to give the staff member notice of the designation and his/her rights and responsibilities under this policy.

The District Administrator will give the staff member the notice on each occasion that s/he notifies his/her supervisor of the need for leave may be FMLA-qualifying, including, but not limited to, when the staff member requests another type of leave for an FMLA-qualifying reason. In the case of intermittent or reduced schedule leave, only one notice will be provided unless the circumstances regarding the leave have changed.

Absent extenuating circumstances, the District Administrator will provide to the employee a "Designation Notice" stating whether a request for leave has been approved or denied within five (5) business days. At a minimum, the staff member will be verbally notified whether leave is being designated as FMLA leave within five (5) business days of the date the staff member provides information to the District Administrator sufficient to enable him/her to determine that the leave is being taken for an FMLA-qualifying reason.

The District Administrator will confirm the verbal notice with the written notice as soon as feasible, but no later than the first payday following the verbal notice (unless the payday is less than one (1) week after the verbal notice, in which case the notice must be no later than the subsequent payday).

Manner in Which Leave Can Be Taken

Leave available under this policy may be taken in full and, under certain circumstances, may also be taken intermittently or on a reduced leave schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. Reduced schedule leave is leave that reduces the usual number of working hours per day or week. The staff member must consult with his/her supervisor and make a reasonable effort to schedule intermittent or reduced schedule leave so it does not unduly disrupt the District's operations.

Intermittent or reduced schedule leave due to a serious health condition must be medically necessary. Medically necessary means there must be a medical need for the leave and the leave can be best accommodated through an intermittent or reduced leave schedule, as certified by the healthcare provider in the Certification.

When leave is governed only by the FMLA, the District Administrator may offer a staff member a temporary transfer to another position for which s/he is qualified with equivalent pay and benefits that better accommodates the intermittent or reduced schedule leave when the need for leave is foreseeable based on planned medical treatment or the staff member takes such leave for the birth of a child or for placement of a child for adoption or foster care. The staff member may reject this offer in which case there will be no adverse effect on the leave or entitlement to return to the same or similar position following leave. Any time spent by the staff member in an alternative position will not count against the employee's FMLA leave entitlement.

Instructional staff members (i.e. individuals whose principal function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule governed only by the FMLA, which would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave must elect either to:

- take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- transfer temporarily to an available alternative position offered by the District Administrator for which the instructional staff member is qualified, and that has equivalent pay and benefits and better accommodates the recurring periods of leave than the staff member's regular position.

The District Administrator may require instructional staff members who take Federal leave near the end of an academic term to extend their leave through the end of the academic term if:

- the leave is commenced more than five (5) weeks from the end of the term but the employee intends to return during the final three (3) weeks of the term and the leave is longer than three (3) weeks in duration;
- the leave is commenced within five (5) weeks of the end of the term and the employee intends to return during the final two (2) weeks of the term and the leave period was at least two (2) weeks in duration; or
- the leave commences within three (3) weeks of the end of a term and the leave was at least five (5) working days in duration.
- Staff members whose leave is extended at the end of an academic term under this section will be charged against their FMLA entitlement only the time that they required for purposes of their leave.

Coordinating Leaves - Substitution

Generally, leave taken under this policy is unpaid. However, for leave governed exclusively by the FMLA, the staff member must use the following leaves provided by the Board, if available:

- vacation or personal leave, if available, for any family or medical leave;
- accrued paid family leave (i.e., paid leave covering the particular circumstances for which the staff member is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member; and
- accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the staff member's own serious health condition.
- A staff member may not substitute paid leave for unpaid FMLA leave taken under this policy in any situation where the Board would not normally provide such paid leave.

For leaves governed by the WFMLA, a staff member may substitute paid or unpaid leave, which s/he has earned and accrued, for leave taken under this policy, if available. The Board reserves the right to deny substitution as permitted by law.

Any paid leave substituted for unpaid FMLA leave or FMLA leave will decrease, in whole or in part, the staff member's FMLA and/or WFMLA leave entitlement.

Continuation of Benefits

A staff member will remain eligible for group health insurance benefits under the Board's group health plan during leave taken under this policy under the same conditions as coverage would have been provided if the staff member had been actively employed during the entire leave. However, the staff member has the option of choosing not to retain such coverage during family or medical leave.

During leave taken under this policy, the Board will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. The staff member will be responsible for paying his/her portion of health insurance premiums regardless of whether his/her family and medical leave is paid or unpaid. It is the staff member's responsibility to make arrangements with the District Administrator for making premium payments for group health insurance during leaves.

To the extent permitted by law, the Board reserves the right to require the staff member to place up to eight (8) weeks of health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty (30) days late.

The staff member's entitlement to benefits other than group health benefits during a period of family or medical leave is determined by the Board's policy regarding provision of such benefits when a staff member is on other types of leave.

If a staff member fails to return to work or fails to remain at work for a period provided under the law, the District may recover its portion of the premiums paid for medical benefits coverage during the leave, unless the reason for the staff member's failure to return to work is due to the continuation of the serious health condition or the onset of a new serious health condition.

Accrual of Benefits

The use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave. A staff member will not continue to accrue seniority or any other employment benefit during leave taken under this policy, except that such benefit shall accrue if the staff member elects to use other leaves provided by the Board, and if such benefits would normally accrue during such leave.

Employment Restoration

A staff member will generally be reinstated to the same position s/he held when the leave began or a position with equivalent pay, benefits, and other terms and conditions of employment, if such position remains available, and the staff member possesses the ability to perform the essential functions of the job satisfactorily, with or without any accommodation that may be required by the Americans with Disabilities Act of 1990. The staff member, however, has no greater right to reinstatement or benefits than if s/he had been actively employed during the leave. Further, if the staff member gives unequivocal notice of intent not to return to work, s/he is not entitled to be reinstated.

A staff member who exceeds his/her FMLA/WFMLA leave, but remains off work under a non-FMLA/WFMLA leave policy, is not entitled to reinstatement to the same or a similar position under the FMLA/WFMLA; however, the staff member may be eligible to be reinstated under the non-FMLA/WFMLA leave policy.

A staff member who is able to return to work prior to the expiration of leave must notify his/her supervisor immediately. Upon such notice, the District Administrator will promptly reinstate the staff member to active employment, provided s/he has the present skill and ability to perform the essential functions of his/her job satisfactorily with or without accommodation. However, the reinstatement need not occur until the third business day following the staff member's notification of his/her ability to return to work.

Fitness for Duty Certification

If leave is due to the staff member's serious health condition, s/he must present certification to return to work to his/her supervisor upon returning to work. The staff member's principal attending physician must complete the certification. The certification must indicate that the staff member has been released to return to work. It must also specify any physical or other limitation on the staff member's ability to perform regular or other duties and the duration of the limitations. No certification will be required when the staff member returns from intermittent leave, except as otherwise permitted or required by the Americans With Disabilities Act of 1990.

The certification will be limited to the particular health condition that caused the staff member's need for leave, except as otherwise permitted by the Americans with Disabilities Act of 1990. If the staff member is an "individual with a disability" within the meaning of the ADA, any fitness-for-duty physical examination or inquiry by the District will be job related and consistent with business necessity.

Reinstatement may be delayed until the staff member submits the certification. Under such circumstances, if the staff member does not promptly provide a certification or qualify for another leave of absence, s/he may be disciplined, up to and including termination.

With the staff member's permission, the Board's healthcare provider may contact the staff member's healthcare provider to clarify and authenticate the certification, but no additional information may be requested or required, and the staff member's return to work may not be delayed while the contact is being made. No second or third fitness for duty certification may be required.

Confidentiality

All medical information relating to leave, whether written or verbal, shall be kept confidential to the maximum extent possible. All medical documents including, but not limited to, medical certifications and return-to-work statements must be maintained in confidential, secure files separate from personnel files.

No Discrimination

Leave under this policy will not be used as a negative factor in employment actions, such as hiring, promotions, disciplinary actions or under attendance policies.

Miscellaneous

The District Administrator may designate another administrator to perform his/her duties under this policy.

A staff member who fraudulently obtains leave under this policy is not protected by this policy's job restoration or maintenance of health benefits provisions.

FORMS

[Employee Harassment Complaint Form](#)

[FMLA application form](#)

[FMLA Fitness For Duty-return to work](#)

[Vehicle Inspection Form](#)

[Request to view personnel file](#)

[Record of Personnel file access](#)

[TB Assessment Questionnaire](#)

[Salary reduction agreement form \(TSA\)](#)

[Jury duty form](#)