



**Palmyra - Eagle Area
School District**

**EMPLOYEE
HANDBOOK**

2019 – 2020 School Year

Approved by the Palmyra-Eagle Area School District School Board on August 13, 2019.

Employee Acknowledgment

2019 - 2020

To be signed and returned to the employee's supervisor.

I hereby acknowledge that I have been given access to and that it is my responsibility to access the Palmyra-Eagle Area School District Employee Handbook online. 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. A hard copy of the Employee Handbook can be located in the District Office and in the Principal's Office of each district school building as well. A hard copy of the Board Policies Manual can be located in the District Office as well as the electronic version available via the district website, www.peasd.org, under the "District" tab ("School Board" then "Board Policies and Administrative Guidelines").

The information in this Handbook is subject to change. I understand that changes in the 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 those employees covered by Part II, Part III, or Part IV. 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 (if any). I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation of the provisions of the Employee Handbook or school board policy referenced herein.

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

(This signed form document will be kept in the district office. After the employee ceases employment with the District, the District will maintain this record pursuant to its records retention schedule, or if none, for a period of no less than seven (7) years.)

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PART I - PROVISIONS APPLICABLE TO ALL STAFF

PREAMBLE AND DEFINITIONS

1.01 About this Handbook

Employees Covered: This Handbook is provided as a reference document for the Palmyra – Eagle Area 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 guaranty of continued employment. Notwithstanding any provisions of this Handbook, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this Handbook or individual contract.

In case of a direct conflict between this Handbook, rules, regulations or policies of the Board and any specific provisions of an individual contract, the individual contract 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 PEASD website at www.peasd.org. It shall be the employee’s responsibility upon hire to familiarize themselves with school board approved district policies and procedures. Said policies and procedures are subject to alteration, change and revision at the discretion of the school board.

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 PEASD Board of Education.

1.02 Definitions

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.

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

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

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

1. **Regular Full-time Employee:** Regular full-time employees are defined as one who works thirty (30) or more hours per week for a school year or more per year.
2. **Regular Part-time Employee:** Regular part-time employees are defined as one who works a school year or more, but less than thirty (30) hours per week for a school year or more per year.
3. **Exclusions:** A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.

Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A summer school employee is defined as an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire.

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

Supervisor: The District will identify, by title, the individual employee’s supervisor on the employee’s job description.

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

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

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. For the purposes of this document, termination shall not include a voluntary retirement, voluntary resignation, nonrenewal of contract under § 118.22, Wis. Stats. or § 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.

1.03 General Personnel Policies

This Employment Handbook is subservient to, and does not supersede, the provisions set forth in Palmyra-Eagle Area School District school board policies.

SECTION 2: EMPLOYMENT LAW

2.01 Employment of Minors

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

2.02 Equal Opportunity

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

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

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with District policy (see school board policy 3122 and 4122).

2.03 Equal Opportunity Complaints

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District (see school board policy 1623, 3123, and 4123).

2.04 Fair Labor Standards Act

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act (FLSA). For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found in Part III of this handbook. Notification of rights under the FLSA is set forth in the employment poster located in each district building. (See also school board policy 6700)

2.05 Family and Medical Leave Act

The District's Family Medical Leave policy is set forth in board policy 1630.01, 3430.01 and 4430.01. Requests for leave under state and federal Family Medical Leave Acts should be made in writing using the Employee Request for FMLA Leave form available in the district business office. Whenever practicable, employees must give at least thirty (30) days' notice if the need for leave is foreseeable. If the need for leave is unforeseeable, employees must give notice with reasonable promptness after the employee learns of the necessity for leave.

2.06 Immigration Law Compliance

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

2.07 Harassment and Bullying

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

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

- A. Unwelcome sexual advances, comments or innuendos;
- B. Physical or verbal abuse;
- C. Jokes, insults or slurs based on any personal characteristic described above in section 2.02 (Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks);
- D. Taunting based on any personal characteristic described above in section 2.02; and/or
- E. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

All employees are responsible for ensuring that harassment and bullying do not occur. It is the intent of the District to comply with both the letter and spirit of the law in its policies, regulations and operations. Anyone who believes that he or she has been the subject of harassment or bullying or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures (see board policy 1662, 3362, and 4362). All reports regarding employee harassment and bullying shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee harassment and bullying. Actions that are determined to be harassment or bullying shall be subject to disciplinary action, up to and including dismissal.

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

SECTION 3: GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 District Expectations

The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board policies and administrative guidelines, 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.

3.02 Accident/Incident Reports

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form (See Appendix B) must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation, section 8 of this Handbook. Additional information may be found in school board policy 8442.

3.03 Attendance

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may 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 the absence. Any time spent not working during an employee's scheduled day must be accounted for using the appropriate reasons. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination.

3.04 Bulletin Boards

The Employer 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. 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 shall be allowed to remove material from the bulletin board(s) at his/her discretion.

3.05 Child Abuse and Neglect 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 in school board policy 8462.

3.06 Communications

District employees are expected to abide by school board policy 7530.01, 7530.02, 7540.04, 7542, and 8605 and the following rules when using information technology and communication resources:

Electronic Communications:

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

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

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

User Responsibilities: Users (Employees) are responsible for their actions in accessing available district communication resources. The following standards will apply to all users (employees):

The user (employees) in whose name a system account is issued will be responsible at all times for its proper use. Users (employees) may not access another person's account without written permission from an administrator or immediate supervisor. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.

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

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

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

Whenever a user (employee) is contacted by anyone outside the district but especially by Parents and community members, such users (employees) will make every effort to respond within 24 hours (not including weekends, holidays, etc). In the event that a user (employee) cannot respond fully to the outside contact, the user (employee) will, at a minimum, respond in such a way to inform the original contact that the user (employee) has received the original message and will respond fully by a given date and time. In the event that a user (employee) will be unavailable to respond to contacts they will indicate such unavailability through the use of "out of office reply" feature in the district email system and by changing their "no answer greeting" in the district telephone system.

Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student. For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization.

The following definitions apply for purposes of this section on Electronic Communication with Students:

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

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

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

Limited Electronic Communication with Students: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:

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

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

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

Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging via a number provided or approved by the student's parent/guardian. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.

The employee shall not communicate with any student between the hours of 10:00 p.m. and 6:00 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.

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

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

- a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
- b. confidentiality of student records (see board policy 8330, and 8350).
- c. confidentiality of other District records, including staff evaluations, credit card numbers, tax identification numbers, sales tax exempt number, and private email addresses (see board policy 8310, and 8320).
- d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
- e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records (see board policy 7540.06, 8310, and 8315). Employees who create student records via email need to ensure that student records are retained for the period of time specified by the student records law. For this reason, the District heavily discourages the use of email as the means to communicate about individually identifiable students.

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

are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings. Archiving requirements of district video and media records may be found in school board policy 7440.01).

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

1. Confidentiality of student records (see board policy 8330, and 8350).
2. Confidentiality of other District records, including staff evaluations and private email addresses (see board policy 8310, and 8320).
3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law (see board policy 8320).
4. Prohibition against harming others by knowingly making false statements about a colleague or the District (see board policy 3211, and 4211).

Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website. Refer to school board policy 7540.02, and 7540.04 for additional information.

Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system. Refer to school board policy 7540.02, and 7540.04 for additional information.

3.07 Confidentiality

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

3.08 Conflict of Interest

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated. Additional information may be found in school board policy 1130, 3230, 3231, 4230, and 4231.

3.09 Contracts and Conflict of Interest

No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part (see Wis. Stats. § 946.13(1) (a) and (b)). Additional information may be found in school board policy 1130, 3230, 3231, 4230, and 4231.

3.10 Copyright

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

3.11 Criminal Background Checks

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

- A. Has been convicted of a misdemeanor or felony in this state or any other state or country; and
- B. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District's performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination. Knowingly falsifying information shall be sufficient grounds for termination of employment. Additionally, all persons applying for any position shall be required to:

1. Agree to the release of all investigative records to the Board for the purpose of verifying the accuracy of criminal violation information; and
2. Supply a fingerprint sample, when required, and submit to criminal history records checks.

Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks (see board policy 3121, and 4121).

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

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

- A. crimes involving school property or funds;

- B. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- C. crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. a misdemeanor which involves moral turpitude (e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community).

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

The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a 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 crime during employment with the District: 1) the nature of the offense; 2) the date of the offense; and c) the relationship between the offense and the position to which the employee is assigned.

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

3.13 District Property

The District, as defined in school board policy 5513) may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited by enumeration: employee identification badges and the key fob for building entry. District equipment borrowed for short term use should be returned the first work day after project completion.

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

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

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

Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities (see board policy 3215, and 4215). Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.

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 individual, such as a police officer, must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.

Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution (see policies 41 U.S.C. 702(a0) (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. This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702 and 703).

3.15 Employee Identification Badges

The District shall provide employees with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, coworkers, vendors and the public to know who employees are. They are an important part of providing a secure environment for our students. Employees are required to wear their employee identification badges in a visible spot during their contracted work time (see administrative guideline 7440 and school board policy 7440).

3.16 False Reports

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

3.17 Financial Controls and Oversight

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure

may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

3.18 Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District. Refer to school board policy 8900.

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

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

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

3.19 Gambling

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

3.20 Gifts and Sale of Goods and Services

Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students. Note: Immediate family shall have the same definition as used in Section 11.01

It is the school board policy 3214, and 4214 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 business office for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to school board policy 1130, 3230, 3231, 4230, and 4231 for information on conflicts of interest and 3214, and 4214 for gifts and solicitations and § 19.59, Wis. Stats.

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

3.21 Honesty

Honesty is a core value in the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, student records, etc.

3.22 Investigations

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

3.23 Licensure/Certification

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

3.24 Nepotism

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 co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.

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

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

Allowances or Mileage Reimbursement: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement may be required to undergo a periodic driver's license record check. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, trenchers, and golf carts. Refer to school board policy 3440, and 4440 and administrative guidelines 3440b, 3440c, 4440b, and 4440c for more details.

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 vehicle or mobile equipment damage, driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the business manager. Payment for any costs related to vehicle or mobile equipment damage or citations received while driving a District vehicle or mobile equipment may be the responsibility of the driver as determined by the district administrator. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle (see school board policy 8660).

Commercial Driver's License (CDL): In addition to the notice requirements in paragraph A, above and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within thirty (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) (see school board administrative guideline 8660).

3.26 Outside Employment

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The Board of Education expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment (see board policy 3231, and 4231).

3.27 Personal Appearance/Staff Dress Code

District employees are judged not only by their service but also by their appearance. It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene. Remember, to our students, parents and the public, employees represent the District.

The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere. School board policy 3216, and 4216 may be reviewed for further details on this matter.

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

3.28 Personal Property

Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility. Please see school board policy 3281, and 4281 for more specific information on this topic.

Search of Personal Effects: (NOTE: Please see section 3.39 of the Handbook for information on the Search of District Property). Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

3.29 Personnel Files

As per school board policy 8320 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.

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, which may be at the employee's expense, and the employee and his or her representative may examine the copies outside of the presence of the administrator/records custodian.

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

3.30 Personnel – Student Relations

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

3.31 Physical Examination

Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes and school board policy 1460, 3160, and 4160. 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.

3.32 Political Activity

As outlined in school board policy 3231, and 4231 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, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

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.

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

3.33 Position Descriptions

Position descriptions may be made available for inspection for each District employee as outlined in school board policy 1400, 3120.01, and 4120.01. At a minimum, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of the job description.

3.34 Severance from Employment

As noted in school board policy 3140, and 4120 an employee's employment relationship shall be broken and terminated by:

- A. termination pursuant to the terms of this Handbook and the employee's individual contract [if any];
- B. voluntary resignation;
- C. retirement;
- D. non-renewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
- E. failure to return to work the day following the expiration of an authorized leave of absence; and
- F. Job abandonment.

3.35 Solicitations

Individuals, groups and organizations often wish to solicit employees to support a particular activity or organization. This solicitation may be charitable, political or for other purposes. All solicitations of employees must be approved in advance by the administration and be consistent with school board policy 6605.

3.36 Student Code of Conduct and Handbook

The Student Code of Conduct and Handbook is available online at www.peasd.org consistent with school board policy 5500.3.37 Teamwork
Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Some important actions are: a) getting to know co-workers and their capabilities, b) helping to create a pleasant, caring and enjoyable work atmosphere, c) making use of District technology to effectively communicate with all employees in the District, and d) making use of District technology in order to perform all job functions well. Teamwork is demonstrated by showing respect, cooperation and leadership at all times. Serving as an effective team member is a key component in accomplishing the District's mission.

3.38 Employee (Whistleblower) Protection

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

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

Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy.

As outlined in school board policy 3221, and 4221 the District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

3.39 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 3.28, subsection B of this Handbook.

3.40 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. Subject to board approval, an agreement may be reached between the district and the employee either before the work is started or after it has been completed that addresses ownership and copyrights on materials that have been prepared within the scope of the individual's employment with the district (see also board policy 537.5).

3.41 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.

Protection of Staff: As outlined in school board policy 8442 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. "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 employee's 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 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, should report the matter to the district administrator or his/her designee

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under the Part I, section 5 of this Handbook and school board policy 7430 to address the workplace safety issues as defined in subsection F, below.

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 school board policy 3217, 4217, and 7217 and the following statutory provisions: WIS. STAT. §§ 120.13(1), 948.60, .605, .61.

1. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this policy (e.g., law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty).
2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.
3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the District Administrator. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.

Disaster Preparedness: Consistent with administrative guideline 8420 all employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law and school board policy 3340, and 4340, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:

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

2. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions).
3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
4. The individual(s) filing the grievance must propose a specific remedy.
5. The issue and proposed remedy must be under the reasonable control of the District.

3.42 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 on 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:

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

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

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.
3. An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

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 need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

3.43 Legal Custodian of Records

For purposes of applicable public records law, the District’s legal custodian is the district administrator who is vested by administrative guideline 8310 with full legal power to render decisions and carry out the District’s statutory public records responsibilities.

SECTION 4: MANAGEMENT RIGHTS

4.01 Delineation of Rights

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

- A. To direct all operations of the school system;
- B. To establish and require observance of reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees in positions within the school system;
- D. To suspend, discharge and take other disciplinary action against employees;
- E. To relieve employees from their duties because of lack of work or any other legitimate reason;
- F. To maintain efficiency of school system operations;
- G. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
- H. To introduce new or improved methods or facilities;

- I. To select employees, establish quality standards and evaluate employee performance;
- J. To determine the methods, means and personnel by which school system operations are to be conducted;
- K. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- L. To determine the educational policies of the District; and
- M. To contract out for goods and services.

4.02 Sole Basis

This section does not describe any rights of employee(s). Accordingly, an employee(s), may not base any charge of a Handbook violation under the District's grievance process or any other forum solely on this section.

SECTION 5. GRIEVANCE PROCEDURE

5.01 Purpose

The purpose of this Section is to provide for an internal method for resolving grievances under the terms of the Employee Handbook including discipline, termination and workplace safety. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

5.02 Definitions

As stated in school board policy 3340, and 4340 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 following:

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

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

- A. "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.
- B. "Termination" does not include voluntary resignation or retirement, nor does it include reduction in force under Policy 4131.
- C. "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.

5.03 Grievance Processing Procedure

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:

A. Principal/Supervisor:

Any employee that believes s/he has a matter subject to the grievance procedure shall present the grievance to his/her immediate supervisor. If applicable, the employee shall perform the assigned task and grieve later. The Principal/Supervisor shall, within five (5) working days, inform the employee in writing of his/her decision.

B. District Administrator:

In the event the Principal's/Supervisor's decision does not resolve the problem, the employee may, within five (5) working days of the date the Principal's/Supervisor's written decisions is issued, present his/her grievance in writing to the 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 that directly affects the grievant.

C. 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. The School Board shall appoint a hearing officer for the purpose of conducting the hearing. 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 the Impartial Hearing Officer. 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 Principal/Supervisor in the initial grievance. Any costs incurred by the impartial hearing officer shall be paid by the District.

D. School Board:

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.

5.04 Limits

The time limits set forth in this Section shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the District and the grievant. The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.

5.05 Grievant Right to Representation

Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing.

5.06 Consolidation of Grievances

Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the Administration.

5.07 Group Grievances

Group grievances involve more than one employee and any of the following: 1) More than one work site; 2) More than one supervisor; or 3) An administrator other than the immediate supervisor

Such grievances may be initially filed at Step Three; however, they shall follow the initial timelines for filing the grievance at steps One and Two above.

SECTION 6. PAY PERIODS

6.01 Payroll Dates

The payroll dates shall be the 15th and 30th of each month. If the 15th or 30th of the month fall on a weekend, the payroll date will be the preceding Friday. If a paid holiday falls on the 15th or 30th, payroll deposits shall be issued on the preceding day. The first pay date of the school year for school year employees will be September 15th or the first day of school, whichever is later. School board policy 6520 outlines those items that are standard payroll deductions.

6.02 Direct Deposit Payment Method

All employees shall participate in a direct payroll deposit plan as outlined in administrative guideline 6510B. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing. Each non-exempt employee shall, with each electronic payroll deposit slip, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each exempt employee shall, with each electronic payroll deposit slip, receive information on the employee's salary received. In addition to the above, each employee shall have access to electronic records indicating the number of accumulated sick leave days, the number of personal days remaining to the employee's credit, the number of emergency days that have been used, and the number of vacation days to be taken and the number remaining.

6.03 Definitions for Payroll Purposes Only

- A. **Day:** A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B. **Week:** A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.
- C. **Pay Period:** The pay periods shall begin on the 1st and 16th of each month and shall be comprised in the following fashion: 1st through the 15th is one pay period and 16th through the end of the month is the other pay period.

6.04 Salary Deferrals –Tax Sheltered Annuities (TSA)

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") in accordance with the provisions of the written plan document.

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

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

Salary Reduction Agreement:

As outlined in school board policy 6520 and administrative guideline 6510B employees will be required to sign a salary reduction agreement to authorize TSA deductions from salary. 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 Employee acknowledges the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the Employee's salary reduction funds. The Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.

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

7.01 Mileage Reimbursement

The District, as noted in school board policy 3440, and 4440 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.

SECTION 8. WORKER'S COMPENSATION

8.01 Worker's Compensation Coverage and Reporting Responsibilities

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

8.02 Benefits While on Worker's Compensation

If any employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance, and the employee will be compensated in the following manner: The employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leaves. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

8.03 Injuries Not Covered by Worker's Compensation

Some types of injuries suffered while at work may not be covered by worker's compensation insurance. Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following: a.) Injuries because of a self-inflicted wound, b) injuries sustained because of an employee's horseplay, and c) injuries sustained while an employee does an activity of a strictly private nature.

SECTION 9. SICK LEAVE (Sick leave is addressed for various employee groups in school board policy 3432, and 4432).

9.01 Sick Leave Earned

Calendar Year Full Time Employees: Each 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. Those employees who work at least .75 FTE but less than 1.0 FTE will receive sick leave on a pro-rated basis based on the number of hours they are scheduled to work.

School Year Full Time Employees: Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of ten (10) days per contract year. Those employees who work at least .75 FTE but less than 1.0 FTE will receive sick leave on a pro-rated basis based on 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.

Calendar Year Part-time Employees: Part-time employees who work less than .75 FTE will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.

School Year Part Time Employees:

Part-time employees who work at least .6 FTE but less than .75 FTE will receive sick leave on a pro-rated basis based on the number of hours they are scheduled to work. Part-time employees who work less than .6 FTE will receive two (2) sick leave days per year based on the number of hours they are scheduled to work.

9.02 Sick Leave Use

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

1. Personal illness, injury or serious health condition of the employee;
2. Illness or injury of an employee's child
3. Serious health condition of a spouse, child, domestic partner or parent
4. 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 who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition.
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 or domestic partner.
3. **Spouse:** means an employee's legal husband or wife.
4. **Serious Health Condition:** means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
 - a. Inpatient care in a hospital, nursing home, or hospice.
 - b. Outpatient care that requires continuing treatment or supervision by a health care provider.
5. **Domestic Partner:** means a relationship between two (2) individuals that satisfies all of the following:
 - a. Each individual is at least eighteen (18) years old and otherwise competent to enter into a contract.
 - b. Neither individual is married to, or in a domestic partnership with, another individual.
 - c. The two (2) individuals are not related by blood in any way that would prohibit marriage under § 765.03, Wis. Stats.
 - d. The two (2) individuals consider themselves to be members of each other's immediate family.
 - e. The two (2) individuals agree to be responsible for each other's basic living expenses.
 - f. The two (2) individuals share a common residence. Two individuals may share a common residence even if any of the following applies:
 1. Only one of the individuals has legal ownership of the residence.
 2. One or both of the individuals have one or more additional residences not shared with the other individual.
 3. One of the individuals leaves the common residence with the intent to return.

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

9.03 Sick Leave Accumulation

Sick leave for employees will accumulate for full-time and part-time employees to a maximum of sixty (60) days. Employees will be eligible for a payout of unused sick leave at a maximum of sixty (60) days at a rate of \$7.50 per hour (\$60 for an 8-hour day) under the following conditions: such payment will be deposited into a health reimbursement arrangement account (HRA), employees have at least ten (10) days of accumulated sick leave, they have at least ten (10) years of service with the district and they are terminating their employment either through resignation or retirement. For employees whose annual allotment of sick leave causes their accumulation to exceed 60 days, days in excess of the sixty (60) day maximum will be paid annually at a rate of \$3.75 per hour (\$30 for an 8-hour day). For employees who had previously accumulated more than sixty (60) days and up to ninety (90) days, such days in excess of the sixty (60) day maximum will be paid in a one-time payment at a rate of \$3.75 per hour (\$30 for an 8-hour day).

9.04 Overused Sick Leave

If an employee were to leave the school system prior to the completion of his/her contract term or the school year and had used all sick leave, a sum equal to the sick leave days not earned would be deducted from the remaining pay. Deductions will be based on the language in section 9.01.

9.05 Reporting Procedure - Doctor's Certificate

If at all possible, each employee shall be required to inform his/her supervisor prior to his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 9.02 above. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

9.06 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.

SECTION 10. JURY DUTY LEAVES (Jury duty leave is addressed for various employee groups in school board policy 3431, and 4431).

10.01 Jury Duty Leave

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

10.02 Employee Notice

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

10.03 Payment for Time Out on Jury Duty

An employee who is unable to report for work because of jury duty will be paid the regular hours he or she is scheduled to work. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

SECTION 11. BEREAVEMENT LEAVE (Bereavement leave is addressed for various employee groups in school board policy 3431, and 4431).

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

In the event of death in an employee's immediate family, the employee shall be allowed per occurrence 3 day(s) off work with pay. Such Immediate family includes the spouse, parents, domestic partner, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse.

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

Employees shall be granted up to three (3) day(s) with pay per occurrence to attend funerals of aunts, uncles, nieces, nephews, first cousins and other individuals residing in the employee's household. Such days shall be deducted from the employee's accumulated sick leave. If the employee does not have any sick leave days available, they will not receive pay for that absence.

11.03 Additional Bereavement Leave

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

SECTION 12. PERSONAL LEAVE (Personal leave is addressed for various employee groups in school board policy 3432, and 4432).

12.01 Personal Days Provided

Calendar Year and School Year Full Time Employees: Employees shall be entitled to up to two (2) days of personal leave each employment year which shall be deducted from sick leave. By definition, a "day" of personal leave is defined the same as a "day" of sick leave and may be used in the same increments as sick leave.

12.02 Reasons for Personal Leave

Personal leave may be used for compelling personal obligations which cannot reasonably be conducted outside of the employee's workday.

12.03 Personal Leave Day Restrictions

Personal leave days shall not be used to extend a holiday, vacation, or school recess period. The personal leave day will not be granted during the first or last week of the school year, on a parent-teacher conference day (for certified staff) or on an in-service day. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. Personal leave shall not be used as vacation or to engage in activities for which the employee will receive compensation from any source. Compensation shall not include payment or reimbursement of expenses.

12.04 Approval of Personal Leave and the Total Number of Employees Requesting Personal Leave

All requests shall be made as far in advance as possible and normally not less than five (5) calendar days prior to the request for Personal Leave. Emergencies may delay the submitting of the request until the employee returns to work. The building administrator has the right to approve or disapprove all requests. No more than three (3) employees per building may take personal leave on any given day when school is in session, unless the District Administrator or his/her designee grants approval to exceed the three (3) employee limit.

SECTION 13. MILITARY LEAVE (Military leave is addressed for various employee groups in school board policy 3431, and 4431).

13.01 Uniformed Services Leave of Absence

Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this Handbook. The "uniformed services" consist of the following [20 CFR § 1002.5(o)]: a) Army, Navy, Marine Corps, Air Force and Coast Guard, b) Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve, c) Army National Guard and Air National Guard, d) Commissioned Corps of the Public Health Service, and e) Any other category of persons designated by the President in time of war or emergency.

13.02 Seniority/Length of Service during Military Leave

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

Reemployment rights extend to persons who have been absent from a position of employment because of "service in the uniformed services." "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service, including: a) Active duty and active duty for training, b) Initial active duty for training, c) Inactive duty training, d) Full-time National Guard duty, e) Absence from work for an examination to determine a person's fitness for any of the above types of duty, f) Funeral honors duty performed by National Guard or Reserve members, g) Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). See 42 U.S.C. § 300hh-11(d).

13.03 Request for Uniformed Services Leave

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

SECTION 14. UNPAID LEAVES OF ABSENCE (Unpaid leave is addressed for various employee groups in school board policy 3432, and 4432).

14.01 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. 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.

Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.
2. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit.
3. 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.—The employee shall be eligible to return to duty from an unpaid medical leave of absence when he/she is physically able provided:

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

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.

14.02 Unpaid Leave of Absence – For Other than Medical

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

Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.
2. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit.
3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.

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

14.03 Other Types of Employee Leave

School board policy regarding other forms of employee leave may be located as follows:

3431, and 4431-Volunteer Fire Fighter, Emergency Medical Technician, First Responder, or Ambulance Driver

3431, and 4431 - Organ Donor Leave

4430.05 - Nursing Mothers

SECTION 15. BENEFITS APPLICABLE TO ALL EMPLOYEES

15.01 Cafeteria Plan/Flexible Spending Account

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

- A. Payment of insurance premium amounts (IRC § 106);
- B. Permitted medical expenses not covered by the insurance plan (IRC § 105) to a maximum as indicated in the plan document.
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

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

15.02 Dental Insurance

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

15.03 Health Insurance

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

15.04 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.

15.05 Life Insurance

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

15.06 Long-Term Disability

The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. Eligibility for, and payment toward, coverage for individual employment groups are set forth in the applicable part of the Handbook covering such employees.

15.07 Wisconsin Retirement System (WRS) Contributions

The Board shall contribute the employer's share. The employee shall pay the employee's required WRS contribution as required by state statute requirements.

15.08 Alternate-Benefit Plan (ABP) in Lieu of Health Insurance

Implementation of the Alternative Benefit Plan for eligible employees. Eligibility for and payment toward coverage for individual employment groups are set forth as follows:

- A. 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 benefits. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.
- B. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan in Section 15.01 between:
 1. Participation in the District's health plan, with the premium payment specified in the applicable part of the Handbook covering such employees, or
 2. A cash payment equal to the amount listed in the applicable part of the Handbook covering such employees.
- C. Cash Compensation: The cash contribution dollar amount shall be indicated in the plan document which is currently \$300 per month
- D. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check.
- E. Beginning Eligibility Date for Alternative Benefit Plan Payments:
 1. **New Employees.** Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. However, the District will use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.
 2. **Current Employees.** Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception [such as an employee getting married, loss of spouse coverage, etc.], employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

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

15.09 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 plans at the group rate in certain instances where coverage under the plans would otherwise end. In such cases the employee will be required to make any payments directly to the insurance provider.

SECTION 16. WORK STOPPAGE

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

SECTION 17. 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 agreement shall not be affected thereby.

**PART II - STAFF WITH INDIVIDUAL CONTRACTS
UNDER § 118.22, WIS. STATS. AND
PROFESSIONAL / EXEMPT NON-SUPERVISORY EMPLOYEES**

SECTION 1: DISCIPLINE, TERMINATION AND NON-RENEWAL

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats. and is not covered by the grievance procedure under this Handbook.

1.01 Standard for Discipline and Termination

A teacher may be disciplined or terminated for "cause." Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook. "Cause" is defined as the following: 1) There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and 2) Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

1.02 Representation

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

1.03 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 said material.

1.04 Termination of Employment

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

- A. If the employee is discharged pursuant to section 1.03,
- B. If the employee quits his/her employment.
- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis as determined by the district administrator.
- D. If the employee retires.

SECTION 2. PROFESSIONAL HOURS/WORKDAY

2.01 Normal Hours of Work

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats. Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as 40 hours per week. The actual workday for each building shall be established by the Board.

2.02 Administratively Called Meetings

Staff Meetings: Teachers are required to attend all mandatory administratively called staff meetings. Administratively called meetings may begin forty-five (45) minutes before the normal workday begins or go forty-five (45) minutes later than the end of the normal workday. 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. Part time teachers (less than 1.0 FTE), unless excused by their respective principal, will be required to attend all administratively called meetings such as those mentioned above.

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

2.03 Attendance at School Events

Teachers are required to attend all mandatory administratively required school events. These events, though not limited by enumeration, may be an open house, music program, art show and/or other District or building events that occur after the normal workday. Teachers shall be given reasonable notice of such events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the event.

2.04 Consultation with Parents

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

2.05 Emergency School Closures

In the event the District is closed or an individual building(s) is closed, full or partial day closures may be made up at the discretion of the District Administrator. 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.

2.06 School Calendar

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

SECTION 3. PROFESSIONAL GROWTH

3.01 Requirement to Remain Current

All teachers shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, including Board established curriculum and continuing study of the art of pedagogy.

SECTION 4. TEACHER SUPERVISION AND EVALUATION

4.01 General Provisions

The Board and teachers view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members. Definitions under this section: "Day" and "Days": The words "day" and "days" in this article mean working school days, excluding holidays, weekends, etc.

4.02 Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a certified building principal, assistant principal, district administrator, or assistant district administrator. The administrator may be a District employee or a non-District employee who is a certified administrator. The District will provide the employees with their placement within the supervision and evaluation rotation cycle. The District may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list.

4.03 Evaluation Process – Conditions for All Employees

A. Basic Requirements

1. Annually, all teachers shall be informed of the Educator Effectiveness system utilized by the district. Each individual shall be informed of the evaluation and supervision requirements associated with their placement in the teacher observation cycle as determined by the administration.
2. Annually, all teachers shall complete a Self-Reflection, Student Learning Outcome (SLO), and Professional Planning Goal (PPG). The SLO and PPG will be established in collaboration with the administrator assigned to the current year observation cycle. The SLO and/or PPG may be individual or team/grade level/department oriented if agreed upon by the assigned observer.
3. Deadlines for the completion of all required components of the current year observation cycle shall be made known to all teachers within the first month of a new school year.
4. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed.
5. A teacher may be assigned to the same placement in the observation cycle as determined by the assigned administrative observer.
6. A teacher may be placed on a plan of improvement as determined by the assigned observer in collaboration with the district administrator.

- #### B. Acknowledgement of Receipt and Response: The teacher will acknowledge receipt of all documents related to supervision and evaluation via the district selected Educator Effectiveness platform. The teacher shall have the right to attach a report with any remarks concerning the document(s). Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument to be stored in the designated platform. 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 archived copy of the document and any comments or objections shall be signed by both parties to indicate awareness of the content. The following statement shall be part of the instrument: "The signatures do not indicate agreement or disagreement, but merely certify that the observation and conference as noted were held and that the opportunity was available for attaching written clarification/objections at the time of signing."

- #### C. Evaluation Procedures and Process: All evaluation/observation forms related to the Educator Effectiveness process may be located in the district selected platform.

SECTION 5. TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS

5.01 Teacher Assignments, Vacancies and Transfers

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator and/or his/her designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preference of; a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee. Insofar as possible, consideration shall be given these requests.
- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted on the District's website. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.
- D. Process for Filling Vacancies: The District retains the right to select the most qualified applicant for any position. The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.
- E. Involuntary Transfers: No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator and/or his/her designee which will include the reasons for the transfer.

5.02 Employee Resignations

- A. The teacher's contract, which is part thereof, shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:
 1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher must give such notice at least forty-five (45) calendar days prior to the date the employee desires the severance to occur.
 2. The liquidated damages are due to the District with the forty-five (45) calendar day notice of resignation as follows:

- a. Seven hundred and fifty dollars (\$750.00) if the employee's resignation is effective after the deadline stated on the individual contract in compliance with state law, but before the start of the school year.
- b. One thousand dollars (\$1,000.00) if the employee's resignation is effective on or after the start of the school year.
3. Liquidated damages and the forty-five (45) calendar day notice requirement would not apply to teachers who do not return a signed copy of their Notice of Contract Renewal by the deadline stated on the Notice, or whose resignation is tendered and effective after the end of the school year, but before July 1st.
4. The employer may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.

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

1. Employment transfer of spouse;
2. Illness of employee, spouse or close family member;
3. Other reasons as determined by the Board of Education including, but not limited to: immediacy of severance, difficulty in replacing the teacher, extenuating circumstances.

In the event the District chooses to waive or reduce the liquidated damages, the District shall return any damages in excess of the amount determined by the board, if any submitted with the resignation notice to the employee.

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

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

5.03 Teacher Absence and Substitutes

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to call the designated substitute service. If possible, such notification should be made the evening prior to the time of absence, and preferably no later 6:00 a.m. This will help to provide time for obtaining a substitute teacher.

5.04 Extended Contracts

Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers shall be compensated for said days at a rate determined by the Board for each of the extended contract days. Days may be scheduled in full or half day increments.

5.05 Job Sharing

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

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

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

1. Agree to sign a one-year contract for the shared position.
2. Agree that if one job sharing teacher resigns, or is granted a leave of absence during the term of the contract, the other teacher will assume the entire position for the balance of the school year as a condition of continued employment.
3. Agree to return to full-time status, or to be non-renewed, at the option of the District, in the event the shared position is eliminated or if one of the participants in the shared job is unable to continue in the shared assignment.
4. Be certified to teach those subjects/grade levels involved in the shared job.

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

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

Insurance Benefits

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

5.06 Additional Teaching Assignments

Teaching assignments that are in addition to what a teacher is typically assigned may be added to a teacher's contract at the discretion of the District. At the secondary level, such assignments (commonly referred to as overloads) take the form of an additional course beyond what a typical teacher teaches. Teachers receiving such an additional assignment shall receive an additional hour (instructional period) of pay at their per diem rate.

SECTION 6. REDUCTION IN FORCE, POSITIONS & HOURS

6.01 Reasons for Reduction in Force

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

6.02 Notice of Reduction

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

6.03 Selection for Reduction – Steps

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

- A. **Step One - Attrition:** Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reducing staff.
- B. **Step Two - Selection for Reduction:** The District shall select the employee in the affected grade level, department/certification area for nonrenewal (full nonrenewal or a reduction in hours).
 1. Grade Levels/ Departments/certification area for the purpose of this section shall be defined as:
 - a. **Elementary (4K-6)** - Teachers from all buildings will be considered, not just the building in which the nonrenewal is necessary.
 - b. **Middle School and Senior High (7-12)** - Teachers will be considered for nonrenewal from the department in which the nonrenewal is deemed necessary. All teachers who teach two or more periods within that department will be considered for nonrenewal.
 - c. **Departments:** The term "department" shall mean the subject area in which the teacher taught during the current school year. Examples of departments are math, English, history, science, etc. By enumeration no restriction is placed on the number or types of departments. The number and type of departments is at the discretion of the Board.
 2. The District shall utilize the following criteria in order of application for determining the employee for nonrenewal:
 - a. **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.
 - b. **Qualifications as Established by the Board:** Including, but not limited to specific skills, certification [if applicable], training, District evaluations, etc.
 - c. **Qualifications of the Remaining Employees in the Grade Level, Department 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 shall include but not be limited to current and past assignment and practical experience in the area of need.
 - d. **Performance of the Employees Considered for Nonrenewal:** Performance of the employees under consideration as previously and currently evaluated in the last two summative evaluations.

6.04 Reduction in Hours Resulting in Nonrenewal

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

6.05 Insurance Benefits Following Nonrenewal

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

6.06 In-Service and Other Training

The District may require teachers to attend in-service and other training, either of which may occur outside of employees' regular hours of work.

SECTION 7. PROFESSIONAL COMPENSATION

7.01 Salaries

The basic salaries of employees covered by this Handbook are set annually by the Board. Part-time employees will receive a salary in a percentage equal to the amount of their employment. The teacher's pro-rata daily rate and pro-rata hourly rate shall be determined in the following manner:

1. The teacher's scheduled annual salary divided by the number of contracted days equals the pro-rata daily rate (extended contract or furlough days shall not be used in this calculation).
2. The pro-rata daily rate divided by 8 hours per day equals the pro-rata hourly rate.

7.02 Initial Salary

Employees new to the District shall be offered a salary as determined by the District Administrator.

7.03 Educational Lane Adjustments

- A. The successful completion of additional approved credits by the District Administrator may be eligible for salary advancement.
- B. **Prior Approval:** All credits intended to be used for advancement shall be approved by the District Administrator in advance of the enrollment in the course.
 1. To qualify for the bachelor degree plus six (6) or more credits the teacher shall have gained the credits and have prior written approval of the District Administrator and/or his/her designee for each specific course.
 2. To qualify for the master degree schedule, 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 and/or his/her designee.
 3. To qualify for the master degree plus 6 or more credits, the teacher's credits shall be at the graduate level. The teacher must have prior written approval of the District Administrator and/or his/her designee, and must have earned the credits subsequent to having qualified for the master's column of the wage scale. Verification from the institution of satisfactory completion of the approved course shall be required before advancing the teacher on the wage scale. Satisfactory completion shall be defined as earning a grade of "B" or higher in the course to be eligible for movement.

4. Transfer from one lane to another shall be made at the beginning of the school year following attainment of the necessary credentials. Credit information for moving from one lane to another must be in the office of the District Administrator by September 1 annually. Proper credentials (official transcript or grade report) shall be considered as statements of credits earned, degrees attained, or status toward a degree. Such statements shall be certified by a college registrar or other proper college official. When a teacher qualifies for movement on the wage scale to a different lane, the movement shall be to the same step in the new lane as existed for the teacher in the previous salary lane provided funds are available as determined by the District. Employees may only move one lane in any given year.

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

When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee's contract the employee shall be paid at a rate established annually by the Board. The length of time and maximum number of hours for completion of the project shall be determined by the employee's immediate supervisor, in his/her sole discretion. The compensation above will be paid when the project has been completed and approved by the applicable administrator.

SECTION 8. INSURANCES

8.01 Dental Insurance

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least seventy-five percent of full-time equivalency (75%) is eligible to participate in the District's dental insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than seventy-five percent of a full-time equivalency (75%) are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses: a. coverage under one family plan; or b. coverage under two single plans.

B. Commencement and Termination of Benefits. Coverage will commence on the first day of the month following the date of employment. The insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31. Coverage for limited term employees will terminate at the end of the month in which the term of their contract expires.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay 100% of the single premium of the lowest cost dental insurance plan.
2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay 100% of the family premium of the lowest cost dental insurance plan.

8.02 Health Insurance

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least seventy-five percent of full-time equivalency (75%) is eligible to participate in the District's health insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than seventy-five percent of a full-time equivalency (75%) are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - a. Coverage under one family plan; or
 - b. One cash-in-lieu benefit instead of a family plan (subject to the eligibility of the insurance carrier); or
 - c. Two single plans; or
 - d. One single plan and one cash-in-lieu benefit
 - e. One family plan and one cash-in-lieu benefit provided they were hired prior to July 1, 2011.

B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The insurance benefits described in this Handbook and in the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31. Coverage for limited term employees will terminate at the end of the month in which the term of their contract expires.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 85% of the single premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.
2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than 85% of the family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

8.03 Liability Insurance

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

8.04 Life Insurance

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

A. Eligibility:

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

B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment. The life insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her life insurance benefits shall terminate August 31. Coverage for limited term employees will terminate at the end of the month in which the term of their contract expires.

C. Premium Contributions: The District shall pay 32% of the premium for term life insurance equal to each eligible employee's salary rounded to the nearest \$1,000. The employee shall pay the remaining portion of the premium.

8.05 Long-term Disability

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

A. Eligibility:

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

B. Commencement and Termination of Benefits. Coverage will commence on the first day of the month following the date of employment. The long-term disability insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate August 31. Coverage for limited term employees will terminate at the end of the month in which the term of their contract expires.

C. Premium Contributions: The District shall pay 100% for long-term disability insurance.

8.06 Short-term Disability

The Board shall make available, at the employee's expense, short-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.

8.07 Wisconsin Retirement System (WRS) Contributions

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

SECTION 9. POST-EMPLOYMENT BENEFIT

Teachers whose most recent date of hire with the District as a teacher is prior to October 1, 2001, who have taught at least fifteen (15) years in the District, are at least 55 years of age as of June 30, 2016 and who retire on or after July 1, 2012 shall continue to be covered under the District's health and dental plans with the District contributing up to \$12,500 per year toward the premiums, for four years, or until the teacher is covered under any other plan or program providing health insurance or benefits, whichever occurs first.

**PART III - NON-EXEMPT STAFF WITHOUT INDIVIDUAL
CONTRACTS UNDER § 118.22, WIS. STATS.**

SECTION 1: DISCIPLINE AND DISCHARGE

1.01 Standard for Discipline and Termination

The District Administrator and/or his/her designee are responsible for implementing any or all disciplinary measures, including, but not limited to, suspension and/or dismissal from employment. Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook.

1.02 Representation

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

1.03 Disciplinary Materials

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

SECTION 2: HOURS OF WORK AND WORK SCHEDULE

2.01 Letter of Appointment

Each employee shall be issued an annual letter of appointment that shall be consistent with, but subservient to, this Handbook and board policy. The letter of appointment shall identify the employee, the position(s) that the employee is employed for, the length of the work year, the length of the work week, the tentative starting and ending times of the work day, and the pay rate for the position. Specific assignments and hours cannot be guaranteed, but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held.

A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full reduction in hours. In the case of a change of assignment the employee shall be provided with at least thirty (30) calendar days' notice of the change of assignment, if practicable, as determined by the administration.

2.02 Regular Workday and Starting and Ending Times

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

2.03 Regular Work Week

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

2.04 Part-time Employees

A regular schedule of hours shall be prepared for part-time employees. Such schedule shall be made known to the affected employees.

2.05 Additional Hours and Overtime - Approval and Assignment

Approval: In order for an employee to work beyond his or her regularly scheduled hours in any week, prior approval must be obtained from the immediate supervisor using the request for overtime form. 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: 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) 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 on the employee's time card. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

2.06 Lunch Period

All employees who work six (6) hours or more per day will be entitled to an unpaid half-hour lunch period, which shall be duty free.

2.07 Breaks

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

Hours Worked	Break(s) and Lunch Period Scheduling
0 to 3.99 hours	Zero (0) minutes
At least 4.0 to 5.99 hours	Fifteen (15) minutes
At least 6.0 to 7.99 hours	Fifteen (15) minutes and a thirty (30) minute duty-free lunch
At least 8.0 or more hours	(2) Fifteen (15) minutes and a thirty (30) minute duty-free lunch

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

Time cards or an electronic time card system shall be used by all employees. Employees shall punch their own time card when reporting to work. If an employee leaves the premises for any personal reason, the time clock is to be used to punch out and punch in upon return. Employees shall punch their own time card when leaving for the day.

2.09 Emergency School Closings

Whenever school is closed due to inclement weather or other emergency conditions, only non-certified personnel whose assigned job responsibilities require them to report to work shall report. Individuals required to report to work on a day when school is closed due to inclement weather or other emergency conditions will only be expected to report if and when it is safe to do so. Secretaries, technology support, and district office support staff may report at their discretion.

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 shall 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 only be paid for the actual hours worked on such day.

2.10 Call-In Pay

Employees called in to work hours outside of their regular work schedule that are not contiguous with their regular work schedule, shall be paid no less than two (2) hours pay. The District may, at its discretion, require such employees to work the full two (2) hour period.

Employees called in to open the building for a special event, i.e. use of school District facility by an outside agency or for co-curricular events, will be paid one (1) hour to open and one (1) to close. In addition, the employee will be paid for the time that they are required to be at the District.

2.11 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, if such meetings are held when the employee would regularly be on duty.

SECTION 3: ASSIGNMENTS, VACANCIES AND TRANSFERS

3.01 Determination of Assignment

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

3.02 Job Posting

When a position becomes vacant or a new position is created, notice of such available position may be posted. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.

3.03 District Ability to Select the Most Qualified Applicant

The District retains the right to select the most qualified applicant for any position. The term applicant refers to both internal candidates and external candidates for the position.

3.04 District Ability to Determine Job Description

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

3.05 Involuntary Transfers

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

SECTION 4: PAID VACATION

4.01 Calendar Year Full-Time Employees

Paid Vacation will be provided to Calendar Year Full-time employees according to the following schedule:

Number of Years Worked	Vacation Days Earned
After one (1) year of service	Five (5) days
After two (2) years of service	Ten (10) days
After five (5) years of service	Fifteen (15) days
After ten (10) years of service	Twenty (20) days

Employees in their first year of service earn a pro-rated amount of vacation based upon the number of months worked as of June 30th. For example, an employee hired in October 1, 2018 would be eligible to earn nine-twelfths (9/12) of the employee's vacation allotment on July 1, 2019. This would entitle the employee to 9/12 of 5 days on July 1, 2019 or 3.75 days. The employee under this example would be entitled to five (5) days of vacation on July 1, 2020.

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

4.02 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 shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives.

4.03 Vacation Accumulation

An employee may carry over any unused vacation days from the prior year to the next year's vacation amount. Prior year vacation days, not used by July 31 shall be forfeited.

4.04 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, as well as a pro-rated amount of the vacation that the employee would

have received upon his or her next anniversary. Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee's termination and will be remitted on the final paycheck.

SECTION 5: HOLIDAYS

5.01 Holidays Defined

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

Employees working 2080 hours per year

New Year's Day	Thanksgiving Day
Memorial Day (Federal)	Day after Thanksgiving Day
Good Friday	Christmas Eve
July 4 (3 days)	Christmas Day
Labor Day	New Year's Eve

Employees working at least 1400 hours per calendar year (260 working days)

New Year's Day	Thanksgiving Day
Memorial Day (Federal)	Day after Thanksgiving Day
Good Friday	Christmas Eve
July 4 (1 day)	Christmas Day
Labor Day	New Year's Eve

Employees working at least 1400 hours per year, but less than 260 days per calendar year, and aides hired before July 1, 2005, who were working 8 hours per day for the 2004-5 school year and who had their hours reduced to 7 hours per day for the 2005-6 school year

New Year's Day	Thanksgiving Day
Memorial Day (Federal)	Day after Thanksgiving Day
Good Friday	Christmas Eve
Labor Day	Christmas Day
	New Year's Eve

5.02 Holidays Falling on Weekends

If any of the holidays listed above, fall 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.

5.03 Holidays Falling on Student Contact Days

If any of the holidays listed in section 6.01, above, fall on a student contact day, the employees shall work their regular hours that day, and shall instead receive a paid holiday on a date determined by the Administration.

5.04 Eligibility for Holiday

Any employee working in a higher paid classification for more than ten (10) consecutive days shall receive the pay of that classification. Upon completion of the employee's assignment under the higher pay scale, the employee shall revert to his or her former classification and rate.

SECTION 6: WAGE COMPENSATION AND EXPENSES

6.01 Hourly Wage Rate

The wage for all hourly employees of the district shall be determined at the discretion of the District Administrator.

6.02 New Employee Hourly Wage Rate

New employees shall be offered an hourly wage rate at the discretion of the District Administrator.

6.03 Out-of-Classification Pay

Any employee working in a higher paid classification for more than ten (10) consecutive days shall receive the pay of that classification. Upon completion of the employee's assignment under the higher pay scale, the employee shall revert to his or her former classification and rate.

6.04 Uniforms, Protective Clothing and Tools

Uniforms:

- All custodial – maintenance and food service employees may, at the discretion of the District, be required to wear a District approved uniform while on the job. The District shall furnish new uniforms on a schedule established by the District.
- All employees shall be required to clean and maintain their work shirts and work/pants.
- The district shall determine a supplier of uniforms.
- The style, color, and type of fabric of said uniforms shall be determined by the District.

Protective Footwear: The District may also supply footwear for each food service employee at a cost of up to forty dollars (40.00) per pair each fiscal year. Employees will be required to provide proof of purchase in order to receive reimbursement. Employees will be required to wear their footwear while on the job.

Personal Protective Equipment: The Board shall provide the protective clothing and equipment necessary for employees to perform their jobs. The Board reserves the right to determine the style and the type of protective gear to be used. Any employee who receives protective gear shall be responsible for such items. All items of protective clothing shall remain the property of the Board and shall be worn while working on an assigned school job. All issued items of

protective clothing shall be inspected by the employee prior to each use. All damaged protective items and clothing must not be used and reported to the immediate supervisor and/or his/her designee.

Tools: The District will furnish, without cost to the employees, tools considered necessary by the District for the employee to perform their normal duties. Any replacement of hand tools deemed necessary by the District will be furnished by the District without cost to the employee, except where loss due to negligence or willful destruction is apparent in which case the employee will be billed for the School District's replacement cost.

6.05 Expenses

Employees required, or approved, by the District to attend conferences, seminars, and in-service training sessions shall not receive reimbursement for travel, meals, lodging, and registration unless prior approval has been received. Employees who incur out of pocket expenses as part of a conference, seminar, or workshop will only be reimbursed after they have provided appropriate receipts for such expenses.

SECTION 7: JOB RELATED TRAINING AND LICENSURE

7.01 In-Service Training

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

SECTION 8: EMPLOYEE EVALUATIONS

8.01 Frequency

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

8.02 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.

8.03 Comments, Disputes

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

8.04 Evaluators

The Employer 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.

SECTION 9: RESIGNATION FROM EMPLOYMENT

9.01 Notice of Resignation of Employment

Employees will give written notice of resignation from employment, as soon as possible, but at least ten (10) working days prior to the effective date of resignation. Any employee who breaches this Article shall, at the District's discretion, forfeit any accrued benefits.

SECTION 10: INSURANCES

10.01 Dental Insurance

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

A. Eligibility.

1. **Minimum Hours for Any Board Contribution:** An employee whose individual letter of assignment has an assignment of at least seventy-five percent of full-time equivalency (75 %) is eligible to participate in the District's dental insurance. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than seventy-five percent of a full-time equivalency (75 %) are not eligible to participate in the District's insurance and are not eligible for any District premium contribution. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

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

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

C. Premium Contributions:

1. **Single Coverage:** For full-time employees who are eligible for and select single coverage, the District shall the following towards the single premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.
 - a. For those employees hired prior to 1997-8 and working less than 1400 hours per year, the portion of the premium paid by the district will be the percentage calculated based on the number of scheduled hours per year divided by 1400 hours.
 - b. For those employees (except aides covered under c. below) hired 1997-8 and thereafter and working less than 1400 hours per year, the portion of the premium paid by the district will be the percentage calculated based on the number of scheduled hours per year divided by 2080 hours.
 - c. For aides hired before July 1, 2005, and who were working 8 hours per day for the 2004-5 school year, who had their hours reduced to 7 hours per day for the 2005-6 school year, and who continue to work 7 hours per day for the entire school year, the district will pay 100%.
 - d. For those employees working at least 40 hours per week during the school year and at least 1400 hours per year, the district will pay 100%.
2. **Family Coverage:** For full-time employees who are eligible for and select family coverage, the District shall pay the following towards

- the family premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.
- a. For those employees hired prior to 1997-8 and working less than 1400 hours per year, the portion of the premium paid by the district will be the percentage calculated based on the number of scheduled hours per year divided by 1400 hours.
 - b. For those employees (except aides covered under c. below) hired 1997-8 and thereafter and working less than 1400 hours per year, the portion of the premium paid by the district will be the percentage calculated based on the number of scheduled hours per year divided by 2080 hours.
 - c. For aides hired before July 1, 2005, and who were working 8 hours per day for the 2004-5 school year, who had their hours reduced to 7 hours per day for the 2005-6 school year, and who continue to work 7 hours per day for the entire school year, the district will pay 100%.
 - d. For those employees working at least 40 hours per week during the school year and at least 1400 hours per year, the district will pay 100%.

10.02 Health Insurance

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

A. Eligibility.

1. **Minimum Hours for Any Board Contribution:** An employee whose individual contract has an assignment of at least seventy-five percent of full-time equivalency (75%) is eligible to participate in the District's health insurance. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than seventy-five percent of a full-time equivalency (75 % are not eligible to participate in the District's insurance and are not eligible for any District premium contribution. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.
2. **Both Spouses Employed by the District:** If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - a. Coverage under one family plan; or
 - b. One cash-in-lieu benefit instead of a family plan (subject to the eligibility of the insurance carrier); or
 - c. Two single plans; or
 - d. One single plan and one cash-in-lieu benefit

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

C. Premium Contributions:

1. **Single Coverage:** For full-time employees who are eligible for and select single coverage, the District shall pay no more than the following towards the single premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.
 - a. For those employees hired prior to 1997-8 and working less than 1400 hours per year, the portion of the premium paid by the district will be the percentage calculated based on the number of scheduled hours per year divided by 1400 hours.
 - b. For those employees (except aides covered under c. below) hired 1997-8 and thereafter and working less than 1400 hours per year, the portion of the premium paid by the district will be the percentage calculated based on the number of scheduled hours per year divided by 2080 hours.
 - c. For aides hired before July 1, 2005, and who were working 8 hours per day for the 2004-5 school year, who had their hours reduced to 7 hours per day for the 2005-6 school year, and who continue to work 7 hours per day for the entire school year, the district will pay 85%.
 - d. For those employees working at least 40 hours per week during the school year and at least 1400 hours per year, the district will pay 85%.
2. **Family Coverage:** For full-time employees who are eligible for and select family coverage, the District shall pay no more than the following towards the family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.
 - a. For those employees hired prior to 1997-8 and working less than 1400 hours per year, the portion of the premium paid by the district will be the percentage calculated based on the number of scheduled hours per year divided by 1400 hours.
 - b. For those employees (except aides covered under c. below) hired 1997-8 and thereafter and working less than 1400 hours per year, the portion of the premium paid by the district will be the percentage calculated based on the number of scheduled hours per year divided by 2080 hours.
 - c. For aides hired before July 1, 2005, and who were working 8 hours per day for the 2004-5 school year, who had their hours reduced to 7 hours per day for the 2005-6 school year, and who continue to work 7 hours per day for the entire school year, the district will pay 85%.
 - d. For those employees working at least 40 hours per week during the school year and at least 1400 hours per year, the district will pay 85%.

10.03 Liability Insurance

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

10.04 Life Insurance

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

A. Eligibility:

1. **Minimum Hours for Any Board Contribution:** An employee whose individual letter of assignment has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's life insurance. Hours worked beyond those set forth in

the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

- B. **Commencement and Termination of Benefits.** Coverage will commence on the employee's first day of employment. The insurance benefits described in this Handbook and on the individual letter of assignment shall cease at the end of the month the resignation or termination becomes effective.
- C. **Premium Contributions:** The District shall pay 32% of the premium for term life insurance equal to each eligible employee's salary rounded to the nearest \$1,000. The employee shall pay the remaining portion of the premium.

10.05 Long-Term Disability

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

- A. **Eligibility:**
 - 1. **Minimum Hours for Any Board Contribution:** An employee whose individual letter of assignment has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.
- B. **Commencement and Termination of Benefits.** Coverage will commence on the first day of the month following the date of employment. The insurance benefits described in this Handbook and on the individual letter of assignment shall cease at the end of the month the resignation or termination becomes effective.
- C. **Premium Contributions:** The District shall pay 100% for long-term disability insurance. The employee shall pay the remaining portion of the premium.

10.06 Short-Term Disability

The Board shall make available, at the employee's expense, short-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.

10.07 Wisconsin Retirement System (WRS) Contributions

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

PART IV - STAFF WITH INDIVIDUAL CONTRACTS UNDER § 118.24, WIS. STATS., ADMINISTRATIVE EMPLOYEES

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Nonrenewal for Administrators

Administrators employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.24, Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of section 118.24, Wis. Stats. and is not covered by the grievance procedure under this Handbook. The nonrenewal of an administrator is not a termination under section 1.02 below.

1.02 Standard for Discipline and Termination

An administrator may be disciplined or terminated for "cause." Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook. "Cause" is defined as the following:

- A. There is a factual basis for the discipline or termination: The factual basis must support a finding of administrator conduct in which the District has a disciplinary interest; and
- B. Reasonableness of the penalty: The particular discipline imposed by the District must not be unreasonable.

1.03 Disciplinary Materials

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

SECTION 2. WORK SCHEDULES

2.01 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 generally expected to work eight-hour duty days. Professional staff (exempt personnel in accordance with the Fair Labor Standards Act) 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.

SECTION 3. PROFESSIONAL GROWTH

3.01 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.

SECTION 4. ADMINISTRATOR EVALUATION

4.01 General Provisions

Administrators shall receive written evaluations based on board adopted position descriptions, including job related activities, and shall include observation of the administrator's performance as part of the evaluation data.

4.02 Evaluation Frequency

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

4.03 Evaluators

The board is responsible for the school district administrator's evaluation. The school 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.

SECTION 5. PROFESSIONAL COMPENSATION

5.01 Professional Compensation

Each administrator shall be compensated in accordance with the terms of his or her individual contract.

SECTION 6. INSURANCES

6.01 Dental Insurance

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least seventy-five percent of full-time equivalency (75%) is eligible to participate in the District's dental insurance. Hours worked beyond those set forth in the

individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than seventy-five percent of a full-time equivalency [75%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. **Both Spouses Employed by the District:** If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses; a) coverage under one family plan; b) two single plans; or c) one family plan and one cash-in-lieu benefit provided they were hired prior to July 1, 2011.

B. **Commencement and Termination of Benefits.** Coverage will commence on the first day of the month following the date of employment. The insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31. Coverage for limited term employees will terminate at the end of the month in which the term of their contract expires.

C. **Premium Contributions:**

1. **Single Coverage:** For full-time employees who are eligible for and select single coverage, the District shall pay 100% of the single premium of the lowest cost dental insurance plan.
2. **Family Coverage:** For full-time employees who are eligible for and select family coverage, the District shall pay 100% of the family premium of the lowest cost dental insurance plan.

6.02 Health Insurance

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

A. **Eligibility.**

1. **Minimum Hours for Any Board Contribution:** An employee whose individual contract has an assignment of at least seventy-five percent of full-time equivalency [75%] is eligible to participate in the District's health insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than seventy-five percent of a full-time equivalency [75%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. **Both Spouses Employed by the District:** If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - a. Coverage under one family plan; or
 - b. One cash-in-lieu benefit instead of a family plan [subject to the eligibility of the insurance carrier]; or
 - c. Two single plans; or
 - d. One single plan and one cash-in-lieu benefit
 - e. One family plan and one cash-in-lieu benefit, provided they were hired prior to July 1, 2011.

B. **Commencement and Termination of Benefits:** Coverage will commence on the employee's first day of employment. The insurance benefits described in this Handbook and in the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31. Coverage for limited term employees will terminate at the end of the month in which the term of their contract expires.

C. **Premium Contributions:**

1. **Single Coverage:** For full-time employees who are eligible for and select single coverage, the District shall pay no more than 85% of the single premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.
2. **Family Coverage:** For full-time employees who are eligible for and select family coverage, the District shall pay no more than 85% of the family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

6.03 Liability Insurance

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

6.04 Life Insurance

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

A. Eligibility:

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

B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment. The life insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her life insurance benefits shall terminate August 31. Coverage for limited term employees will terminate at the end of the month in which the term of their contract expires.

C. Premium Contributions: The District shall pay 32% of the premium for term life insurance equal to each eligible employee's salary rounded to the nearest \$1,000. The employee shall pay the remaining portion of the premium.

6.05 Long-term Disability

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

A. Eligibility:

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

B. Commencement and Termination of Benefits. Coverage will commence on the first day of the month following the date of employment. The long-term disability insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate August 31. Coverage for limited term employees will terminate at the end of the month in which the term of their contract expires.

C. Premium Contributions: The District shall pay 100% for long-term disability insurance.

6.06 Short-term Disability

The Board shall make available, at the employee's expense, short-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.

6.07 Wisconsin Retirement System (WRS) Contributions

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

SECTION 7. POST-EMPLOYMENT BENEFIT

Administrators whose most recent date of hire with the District as an administrator is prior to October 1, 2001, who have worked at least fifteen (15) years in the District, are at least 55 years of age as of June 30, 2016 and who retire on or after July 1, 2012 shall continue to be covered under the District's health and dental plans with the District contributing up to \$12,500 per year toward the premiums, for four years, or until the administrator is covered under any other plan or program providing health insurance or benefits, whichever occurs first.

PART V - CO-CURRICULAR STAFF

SECTION 1.

ATHLETIC AND ACTIVITY ASSIGNMENTS

1.01 Letter of Assignment

Employees shall assume responsibility for the supervision of the co-curricular activities that are included in their letters of assignment. Such activities shall be governed according to the following guidelines:

- A. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. However, under no circumstances shall a Board member work as a coach, assistant coach, advisor, or assistant advisor to an extra-curricular activity (on either a paid or a volunteer basis).
- B. The stipend for co-curricular activities shall be specified in the letter of assignment.
- C. The letter of assignment shall not be deemed a contract, and individuals holding co-curricular positions are at-will employees.

1.02 Payments

Payments for co-curricular activities shall be made in accordance with District payroll procedures. The co-curricular wage scale shall be located Appendix D of this handbook.

1.03 Work Schedule

Co-curricular assignments may occasionally occur during part of an employee's regular workday in his/her other position(s) with the District (e.g., as a teacher). In such cases, the employee shall consult with the supervisor of his/her regular assignment to determine the appropriate course of action. In the supervisor's sole discretion, the employee may be (1) required to work a flexible schedule to make up time lost during his/her regular workday; (2) relieved from the requirement to make up the time lost; (3) required to re-schedule the co-curricular activity; or (4) required to take any other action that the supervisor deems reasonable.

1.04 Evaluation of Co-Curricular Assignments

Individuals holding co-curricular assignments shall be evaluated in the manner and frequency that their supervisor deems appropriate. When determining the manner and frequency of evaluations, the supervisor may take into account such factors as (1) the individual's experience with the particular activity; (2) input received from participants, parents, and other stakeholders; (3) the extent to which an individual needs additional guidance or oversight; and (4) any other consideration that a supervisor, in his/or reasonable discretion, deems appropriate.

1.05 Volunteers

Upon approval from the head coach/advisor and the athletic director or principal, an individual may serve as a volunteer coach/advisor for an extra-curricular activity. The following guidelines apply to volunteers:

- A. They will not be eligible for salary/wages, stipend, or benefits;
- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
- C. They will be responsible for their own personal injuries (i.e., ineligible for worker's compensation);
- D. They must consent to a background check;
- E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
- F. They accept direct and indirect supervision of the head coach; and,
- G. They may be dismissed at any time without cause.

PART VI - SUBSTITUTE COOKS, CUSTODIANS AND SECRETARIAL EMPLOYEES

SECTION 1. ALL SUBSTITUTE EMPLOYEES

1.01 Pre-Employment Requirements

All new substitute support staff hires will have to meet all new staff requirements, including but not limited to, a physical examination (including a tuberculin test or chest x-ray), and a criminal background check.

SECTION 2. SUPPORT STAFF SUBSTITUTES (Cooks, Custodians, Secretaries)

2.01 Licensure and/or Permit

All substitute support staff shall have the necessary license and/or permit required by state law to serve in the substitute assignment.

2.02 Training and Evaluation

Suitable programs of training, orienting and evaluating the work of substitute support staff may be provided by other district staff and/or the District as appropriate.

2.03 Assignment and Professional Responsibilities

- A. **Assignments:** Substitutes shall be assigned at the discretion of the District.
- B. **Board Policies:** A copy of the appropriate school policies shall be made available to the substitute upon request.
- C. **Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment**
 1. A substitute may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute list if the substitute demonstrates a pattern or practice of declining assignments.
 2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute may also cancel an assignment using the automated system in advance of the current day without providing notification to the Secretary, District Substitutes. A substitute who wishes to cancel an assignment on the current date must inform the Secretary, District Substitutes by phone. Any substitute who abuses the cancellation privilege, in the District's discretion, will have their cancellation rights revoked.
- D. **Responsibilities:** The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.
- E. **Long-Term Substitute Assignment**
 1. When a substitute is assigned for more than ten (10) consecutive days in the same position, then the long-term hourly rates apply retroactive to the first day, unless such long-term is known in advance, in which case payment will begin on the first day.
 2. Responsibilities of the long-term substitute shall be the same as the regular employee.
- F. **Substitute Day:** The substitute's length of service will be determined by the District.

2.04 Compensation

Substitute employees shall receive compensation for services rendered as determined annually by the Board.

2.05 Dismissal/Removal from Substitute List

Substitute employees are at will employees and therefore have no expectation of continued employment. As such, substitute employees may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute employees may also be removed the substitute call list at the discretion of the district.

2.06 Miscellaneous Provisions

- A. **In-Service:** Each per diem substitute may be required to participate in new employee orientation or in-service day programs in the schools. Substitutes shall be paid at their applicable hourly rate for in-service participation if the employer requires them to attend.
- B. **Mileage:** Substitute assigned and working for the District on the same day at more than one school or work location, shall be reimbursed mileage at the rate set forth in the Handbook for use of their personal automobile in traveling from one District work site to another.
- C. **Duty Free Lunch:** All substitutes shall be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.
- D. **In-service/Orientation:** The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary and the in-service shall last no more than two (2) hours. Substitutes attending the in-service will not be compensated for their attendance.
- E. **Online Services:** Long-term substitutes will be provided district email accounts and network access. Substitutes who are compensated at the experienced pay level will be provided with a personalized computer account and password.

PEASD Annual Notices – Employee Handbook

A hard copy of the Board Policies Manual can be located in the District Office as well as the electronic version available via the district website, www.peasd.org, under the “District” tab, (“School Board” then “Board Policies and Administrative Guidelines.”).

1422/3122/4122	NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
1623/3123/4123	SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
1662	EMPLOYEE ANTI-HARASSMENT
2260	NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY
2260.01	SECTION 504/ADA PROHIBITION AGAINST DISCRIMINATION BASED ON DISABILITY
3217/4217/7217	WEAPONS
3340	GRIEVANCE PROCEDURE
3362/4362	EMPLOYEE ANTI-HARASSMENT
6700	FAIR LABOR STANDARDS ACT (FLSA)

APPENDICES



Appendix A – Employee Request for FMLA Form

Appendix B – Employee Accident Report Form

Appendix C – Absence Call-In and Substitute Request Procedures

Appendix D – Co-Curricular Wage Scale

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd



PALMYRA-EAGLE AREA SCHOOL DISTRICT

EMPLOYEE REQUEST FOR FMLA LEAVE

SECTION 1: For completion by the EMPLOYEE

Employee Name: _____

Employee Home Address: _____

Home Phone Number: _____

Work Phone Number: _____

Email: _____

Reason for Leave (Check all applicable):

_____ Birth/Adoption/Pre-Adoptive Foster Care

_____ Foster Placement

_____ Employee's Own Serious Health Condition (may require medical certification)

_____ To Care for Family Member or Military Servicemember with Serious Health Condition

_____ For a Qualifying Exigency due to the military active duty status or call to active duty status of a spouse, son, daughter or parent

Anticipated Begin Date of Leave: _____

Anticipated End Date of Leave: _____

Briefly Explain Reason for Leave (if leave is to care for someone, please indicate the name of and relationship to the person who needs care. If leave is to care for a domestic partner or a domestic partner's parent(s), please complete and sign the second page of this form.)

SUBSTITUTION OF PAID LEAVE: Please indicate if you would like to use paid leave during your absence and how many hours you plan to use (to the extent provided by law).

_____ Vacation (_____ hours)

_____ Sick Leave (_____ hours)

_____ Personal/Floating Holiday (_____ hours)

_____ Comp Time (_____ hours)

_____ Other: _____ (_____ hours)

I authorize the appointing authority to obtain any necessary information regarding my request for family and medical leave.

Employee Signature: _____ Date: _____

SECTION 2: For completion by the EMPLOYEE who is taking leave to care for a domestic partner or a domestic partner's parents only.

Employees are allowed take up to two weeks WFMLA leave to care for a domestic partner or a domestic partner's parent(s) who is suffering from a serious health condition. Employees can exercise this right under WFMLA as either a registered or unregistered domestic partner.

In order to be eligible to take WFMLA leave under these provisions, you must satisfy one of the two following sets of requirements. Please check which option applies to your domestic partnership:

_____ I have a registered domestic partnership with the Register of Deeds for the county in which my domestic partner and I reside. In order to certify my domestic partnership, I have certified the following with the Register of Deeds:

- We are both at least 18 years old and capable of consenting to the domestic partnership;
- Neither of us is married to, or in a domestic partnership with, another individual;
- We share a common residence;
- We are not nearer of kin to each other than second cousins, whether of the whole or half blood or by adoption; and
- We are of the same gender.

_____ I am in an unregistered domestic partnership. I am in a relationship with another individual and we satisfy the following requirements:

- We are both at least 18 years old and otherwise competent to enter into a contract;
- Neither of us is married to, or in a domestic partnership with, another individual;
- We share a common residence;
- We are not related by blood in any way that would prohibit marriage under the Wisconsin law;
- We consider ourselves to be members of each other's immediate family; and
- We agree to be responsible for each other's basic living expenses.

Certification of Domestic Partnership for WFMLA Purposes Only:

I certify that _____ is my domestic partner.
(Name of Domestic Partner)

Employee Signature: _____ Date: _____

EMPLOYER'S FIRST REPORT OF INJURY OR DISEASE

Department of Workforce Development
Worker's Compensation Division
 201 E. Washington Ave., Rm. C100
 P.O. Box 7901
 Madison, WI 53707-7901
 Imaging Server Fax: (608) 260-2503
 Telephone: (608) 266-1340
<http://www.dwd.wisconsin.gov/wc>
 e-mail: DWDDWC@dwd.wisconsin.gov

Fatal Injuries: Employers subject to ch.102, Wis. Stats., must report injuries resulting in death to the Department and to their insurance carrier, if insured, within one day after the death of the employee.

Non-Fatal Injuries: If the injury or occupational illness results in disability beyond the three-day waiting period, the employer, if insured, must notify its insurance carrier within 7 days after the injury or beginning of disability. Medical-only claims are to be reported to the insurance carrier only, not the Department.

Electronic Reporting Requirement: All work-related injuries and illnesses resulting in compensable lost time, with the exception of fatalities, must be reported electronically to the Department via EDI or Internet by the insurance carrier or self-insured employer within 14 days of the date of injury or beginning of disability. Employer may fax claims for fatal injuries to the Imaging Fax Server number on this form.

Provision of your Social Security Number (SSN) is voluntary. Failure to provide it may result in an information processing delay. Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04 (1)(m), Wisconsin Statutes].

(Please read the instructions on page 2 for completing this form)

EMPLOYEE	Employee Name (First, Middle, Last)		Social Security Number		Sex <input type="checkbox"/> M <input type="checkbox"/> F	Employee Home Telephone No. () -		
	Employee Street Address			City	State	Zip Code	Occupation	
	Birthdate	Date of Hire		County and State Where Accident or Exposure Occurred?				
EMPLOYER	Employer Name		WI Unemployment Ins. Acct No.	Self-Insured? <input type="checkbox"/> Yes <input type="checkbox"/> No		Nature of Business (Specific Product)		
	Employer Mailing Address			City	State	Zip Code	Employer FEIN	
	Name of Worker's Compensation Insurance Co. or Self-Insured Employer						Insurer FEIN	
	Name and Address of Third Party Administrator (TPA) Used by the Insurance Company or Self-Insured Employer						TPA FEIN	
WAGE INFORMATION	Wage at Time of Injury	Specify per hr., wk., mo., yr., etc.		In Addition to Wages, Check Box(es) if Employee Received:		No. of Meals/wk. No. of Days/wk. Avg. Weekly Amt. \$		
	\$	Per:		<input type="checkbox"/> Meals <input type="checkbox"/> Room <input type="checkbox"/> Tips				
	Is Worker Paid for Overtime? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, After How Many Hours of Work Per Week?							
	For the 52 Week Period Prior to the Week the Injury Occurred, Report Below the Number of Weeks Worked in the Same Kind of Work, and the Total Wages, Salary, Commission and Bonus or Premium Earned for Such Weeks.							
	No. of Weeks:	Gross Amount Excluding Tips: \$			If Piece-Work, No. of Hrs. Excluding Overtime:			
	Employee's Usual Work Schedule When Injured:			Start Time	Hours Per Day	Hours Per Week	Days Per Week	
	Employer's Usual Full-Time Schedule for This Type of Work at Time of Employee's Injury:			: <input type="checkbox"/> AM <input type="checkbox"/> PM				
Part-Time Employment Information:	Are there Other Part-Time Workers Doing the Same Work With the Same Schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many?				Number of Full-Time Employees Doing The Same Type Of Work:			
Injury Date	Time of Injury : AM : PM		Last Day Worked	Date Employer Notified	<input type="checkbox"/> Date Returned to Work <input type="checkbox"/> Estimated Date of Return			
Did Injury Cause Death? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Death	Was This a Lost Time or Other Compensable Injury? <input type="checkbox"/> Yes <input type="checkbox"/> No		Did Injury Occur Because of: <input type="checkbox"/> Substance Abuse <input type="checkbox"/> Failure to Use Safety Devices <input type="checkbox"/> Failure to Obey Rules				
Was Employee Treated in an Emergency Room? <input type="checkbox"/> Yes <input type="checkbox"/> No Was Employee Hospitalized Overnight as an In-Patient? <input type="checkbox"/> Yes <input type="checkbox"/> No								
Name and Address of Treating Practitioner and Hospital:								
Case Number from the OSHA Log:								
Injury Description - Describe Activities of Employee When Injury or Illness Occurred and What Tools, Machinery, Objects, Chemicals, Etc. Were Involved.								
What Happened to Cause This Injury or Illness? (Describe How The Injury Occurred)								
What Was The Injury or Illness? (State the Part of Body Affected and How It Was Affected)								
Report Prepared By		Work Phone Number () -		Position		Date Signed		

EMPLOYER AND INSURANCE CARRIER INSTRUCTIONS

The employer must complete all relevant sections on this form and submit it to the employer's worker's compensation insurance carrier or third party claim administrator within seven (7) days after the date of a work-related injury which causes permanent or temporary disability resulting in compensation for lost time. The employer's insurance carrier or the third-party claim's administrator may request that this form also be used to immediately report any injury requiring medical treatment, even though it does not involve lost work time.

For any work injury resulting in a **fatality**, the employer must also submit this form directly to the Department of Workforce Development **within 24 hours of the fatality**.

An employer exempt from the duty to insure under s. 102.28, Wis. Stats., and an insurance carrier administering claims for an insured employer are required to submit this form to the Department of Workforce Development within 14 days of the date of work injury.

MANDATORY INFORMATION

In order to accurately administer claims, each of the following sections of this form must be completed. The First Report of Injury will be returned to the sender if the mandatory information is not provided.

Employee Section: Provide all requested information to identify the injured employee. If an employee has multiple dates of employment, the "Date of Hire" is the date the employee was hired for the job on which he or she was injured.

Employer Section: Provide all requested information to identify the injured worker's employer at the time of injury. Provide the name and Federal Employer Identification Number (FEIN) for the insurance carrier or self-insured employer responsible for the worker's compensation expenses for this injury. Also identify the third party claim administrator, if one is used for this claim.

Wage Information Section: Provide the information requested regarding the injured employee's wage and hours worked for the job being performed at the time of injury.

Injury Information Section: Provide information regarding the date and time of injury. Provide a detailed description of the injury, including part of the body injured, the specific nature of the injury (i.e., fracture, strain, concussion, burn, etc.) and the use of any objects or tools (i.e., saw, ladder, vehicle, etc.) that may have caused the injury. Provide the name of the person preparing this report and the telephone number at which they may be reached, if additional information is needed. This form was designed to include information required by OSHA on form 301. If this section is completed and retained, the employer will not have to complete the OSHA 301 form.



TOC / Aesop Employee User Notes

Log On:

- Click on the **Teachers On Call** link from School District Home Page (or log onto www.FrontlineK12.com/Aesop).
 - Log in with your personal ID number and PIN number noted on your Welcome Letter.
- **or** Call Aesop's toll-free phone number (**1-800-942-3767**).
 - Log in by keying your personal ID (then pound key - #); and PIN (then pound key - #) as noted on your Welcome Letter.
- **or** call TOC 24/7's toll-free phone number (**1-800-713-4439**). (Office staffed M-Th 6am-6pm, F 6am-5pm.)
 - Call us directly for last-minute/mid-day emergencies, or if you are having any challenges logging on.

Create an Absence:

- Click **Create Absence** tab (bottom of page) or **Absence** tab (top of page).
 - Select the date(s) of your absence on your interactive calendar.
 - Multiple days: click on dates individually or click-and-drag to select a range of dates.
 - Select "Yes" if a substitute is required.
 - Choose the **Absence Reason** in the drop down menu.
 - Specify the time of the absence - Full Day, Half Day AM, Half Day PM, or Custom.
 - If you need a substitute for a time period that is different than your absence, click the link in the circle to specify for the substitute his/her report times.
 - Please note that Teachers On Call pays substitutes for half day or full day.
 - Add **Notes to Administrator**: basic notes for the reason of your absence
 - Add **Notes to Substitute**: basic lesson plan notes or activities in your classroom
 - These are viewable by all substitutes considering this absence opportunity, so please do not put in student-related or confidential information.
 - Add **File Attachments**: upload lesson plans or other files to prepare a substitute to work in your classroom.
 - "Drag and drop" files into the "File Attachments" box, or choose a file to upload.
 - Click "**Create Absence**", "**Create & Assign Sub**", or "**Cancel**".
 - To assign a particular sub to your absence, click "**Create & Assign Sub**".
 - Find the name of the substitute you want, either by typing and searching the name or by clicking on "**View List of Substitutes**".
 - Click on "**Assign**" only if the sub verbally agrees. If the name is not on the list, this sub is not available for that day(s).
- **For Itinerant Employees**: To create an absence at multiple locations, use the **Create Absence** tab (bottom of page). Note: if you do not have the correct location(s) assigned to your profile, please contact your district office.
 - Select the date(s) of your absence on your interactive calendar.
 - Multiple days: click on dates individually or click-and-drag to select a range of dates.
 - Select "Yes" if a substitute is required.
 - Choose the **Absence Reason** in the drop down menu.
 - Click **Set Location(s) and Time**
 - Specify your **first location** in the School dropdown, then specify the hours for this location - Full Day, Half Day AM, Half Day PM, or Custom.
 - Click on **Add New Variation**
 - Specific your **second location** in the School dropdown, then specific the hours for this location - Full Day, Half Day AM, Half Day PM, or Custom.
 - Note: the times for your two locations can not overlap.

- If you need to add an additional location, click on *Add New Variation* and repeat the steps above until all of your locations/times have been added.
- Click on *Add Additional Details*
 - *Add Notes to Administrator*: basic notes for the reason of your absence
 - *Add Notes to Substitute*: basic lesson plan notes or activities in your classroom, and any additional scheduling information.
 - These are viewable by all substitutes considering this absence opportunity, so please do not put in student-related or confidential information.
- Click on *Review Absence Summary*
 - Review all variations of your absence
 - *Add File Attachments*: Upload lesson plans or other files to prepare a substitute to work in your classroom.
 - “Drag and drop” files into the “File Attachments” box, or choose a file to upload.
- Click “*Create Absence*”, “*Create & Assign Sub*”, or “*Cancel*”.
 - To assign a particular sub to your absence, click “*Create & Assign Sub*”.
 - Find the name of the substitute you want, either by typing and searching the name or by clicking on “*View List of Substitutes*”.
 - Click on “*Assign*” only if the sub verbally agrees. If the name is not on the list, this sub is not available for that day(s).

View My Current Schedule:

- Navigate your interactive calendar.
 - School Closed Days are coded red – you cannot create an absence for these days.
 - In-Service Days are coded yellow – you may create an absence for these days, but cannot request a substitute.
 - Absences you created are coded blue – click on these dates to see details of scheduled absences.
- See *Scheduled Absence* tab to view upcoming absences.
 - If your district uses approvals, you will see the approval status next to the confirmation number.
- See *Past Absences* tab to view absence history.
- To cancel an absence, find the absence on the *Scheduled Absence* tab or on the calendar (blue-coded day), and click the “*Delete*” button.
 - Note: Please call Teachers On Call for same-day cancellations so that we can contact the substitute.

Manage My Account:

- Click the *Account* tab or click on your name (top bar).
 - *Personal Info*
 - *Change Pin*
 - *Shared Attachments* are files that will be automatically attached to every absence you create.
 - *Preferred Substitutes* will be given preferential viewing to accept your absences.
 - Click on the green *Add Substitutes* button, then search for your favorite substitutes or select them from the list. Once you’ve selected all names, click “*Add Substitutes to List*”.
 - Click on the heart icon next to each sub you would like to give favorite five status to; they will be notified of your opportunities immediately. Click on the dots next to each heart to drag and re-order your favorite five.
 - *Excluded Substitutes* will not see opportunities for your classroom. Click on the green *Add Substitutes* button, search for the sub’s name or choose from the list, then click “*Add to Excluded Substitutes*”.
 - *Absence Reason Balances* shows your balance for specific absence reasons.

Explore Other Features:

- Click the *Feedback* tab to answer short questions and enter a rating (1-5 stars) for the substitute’s performance.
- Click on the *Help Tab* to access Aesop User Guides, Interactive Videos, etc.
- Call your school district Aesop administrator for direct help.

PEASD Stipends

		Co-Curricular Pay Schedule	1-2 Seasons	3-5 Seasons	6-10 Seasons	11+ Seasons
ATHLETIC DIRECTOR	1	Athletic Director-High and Middle School	\$4,550	\$5,000	\$5,500	\$6,000
BASEBALL	2	Boys Head Coach - High School	\$3,250	\$3,500	\$3,750	\$4,200
	3	Boys Assistant Varsity/JV Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
	4	Boys Freshman Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
BASKETBALL	5	Boys Varsity Coach - High School	\$3,500	\$3,750	\$4,250	\$4,500
	6	Boys Assistant Varsity/JV Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
	7	Boys Freshman Coach	\$2,550	\$2,700	\$2,925	\$3,225
	8	Girls Varsity Coach - High School	\$3,500	\$3,750	\$4,250	\$4,500
	9	Girls Assistant Varsity/JV Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
	10	Girls Freshman Coach - High School	\$2,550	\$2,700	\$2,925	\$3,277
	11	Boys Middle School Coach	\$1,450	\$1,575	\$1,665	\$1,875
	12	Girls Middle School Coach	\$1,450	\$1,575	\$1,665	\$1,875
CROSS COUNTRY	13	Boys Elementary Coach	\$375	\$400	\$425	\$470
	14	Girls Elementary Coach	\$375	\$400	\$425	\$470
	15	Boys Head Coach - High School	\$3,250	\$3,500	\$3,750	\$4,250
	16	Girls Head Coach - High School	\$3,250	\$3,500	\$3,750	\$4,250
	17	Middle School Cross Country (Boys & Girls)	\$1,450	\$1,575	\$1,665	\$1,875
FOOTBALL	18	Varsity Coach - High School	\$3,500	\$3,750	\$4,250	\$4,500
	19	Varsity Assistant Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
	20	J.V. Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
	21	Freshman Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
	22	Middle School Coach	\$1,450	\$1,575	\$1,665	\$1,875
SOFTBALL	23	Girls Varsity Coach - High School	\$3,250	\$3,500	\$3,750	\$4,200
	24	Girls Assistant Varsity/JV Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
	25	Girls Freshman Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
TRACK	26	Boys Head Coach - High School	\$3,250	\$3,500	\$3,900	\$4,250
	27	Boys Assistant Varsity/JV Coach - High School	\$2,550	\$2,700	\$3,050	\$3,225
	28	Girls Head Coach - High School	\$3,250	\$3,500	\$3,900	\$4,250
	29	Girls Assistant Varsity/JV Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
	30	Middle School Coach	\$1,450	\$1,575	\$1,665	\$1,875
GOLF	31	Golf Head Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
	32	Golf JV Coach - High School	\$1,450	\$1,575	\$1,665	\$1,875
SOCCER	33	Soccer Head Coach - High School	\$3,250	\$3,500	\$3,750	\$4,200
	34	Soccer Assistant Varsity/JV Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
VOLLEYBALL	35	Girls Varsity Coach - High School	\$3,250	\$3,500	\$3,750	\$4,200
	36	Girls Assistant Varsity/JV Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
	37	Girls Freshman Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
	38	Middle School Coach	\$1,450	\$1,575	\$1,665	\$1,875
	39	Boys Elementary Coach	\$375	\$400	\$425	\$470
	40	Girls Elementary Coach	\$375	\$400	\$425	\$470
WRESTLING	41	Varsity Coach - High School	\$3,250	\$3,500	\$3,750	\$4,200
	42	Assistant Varsity/JV Coach - High School	\$2,550	\$2,700	\$2,925	\$3,225
	43	Middle School Coach	\$1,450	\$1,575	\$1,665	\$1,875

Years = School Years	Co-Curricular Pay Schedule	1-2 Years	3-5 Years	6-10 Years	11+ Years
DRAMA	44 Director - High School Musical	\$1,450	\$1,575	\$1,665	\$1,875
	45 Vocal Director - High School Musical	\$1,125	\$1,200	\$1,249	\$1,405
	46 Instrumental Director - High School Musical	\$575	\$600	\$625	\$650
	47 Technical Director - High School Musical/Play	\$575	\$600	\$625	\$650
	48 Choreographer - High School Musical	\$375	\$400	\$425	\$470
	49 Director - High School Play	\$1,450	\$1,575	\$1,665	\$1,875
	50 Assistant Director High School Play	\$575	\$600	\$625	\$650
CHEERLEADING DANCE	51 Head Cheerleading/Dance Coach - High School (Per Season)	\$3,250	\$3,500	\$3,750	\$4,250
	52 Assistant Varsity/JV Cheerleading/Dance Coach - High School (Per Season)	\$2,550	\$2,700	\$2,925	\$3,225
BAND	53 Pep/Marching Band - High School	\$3,250	\$3,500	\$3,750	\$4,000
CLUBS - ADVISORS	54 Yearbook Advisor - Middle School	\$375	\$450	\$475	\$500
	55 Yearbook Advisor - High School	\$1,125	\$1,200	\$1,250	\$1,400
	56 Art Club	\$750	\$800	\$850	\$900
	57 FFA Advisor - High School	\$1,125	\$1,200	\$1,250	\$1,400
	58 Student Council Advisor - High School (2)	\$1,125	\$1,200	\$1,250	\$1,425
	59 Student Council Advisor - Middle School (2)	\$750	\$800	\$850	\$900
	60 NHS Advisor - High School	\$725	\$800	\$850	\$900
	61 Prom - Head Organizer	\$1,500	FLAT RATE		
	62 Prom - Assistant Organizer	\$750	FLAT RATE		
	63 Graduation Advisor - Assistant	\$750	FLAT RATE		
	64 Foreign Language Advisor - High School	\$750	\$800	\$850	\$900
	65 Math Team Advisor - High School	\$750	\$800	\$850	\$975
	66 Forensic Director - High School	\$1,450	\$1,575	\$1,665	\$1,875
	67 Technology Club - High School (E Sports)	\$725	\$800	\$850	\$900
	68 Ski Club Advisor	\$750	\$800	\$850	\$900
69 Elementary Student Council Advisor/STARS	\$750	\$800	\$850	\$900	
70 Elementary Yearbook Advisor	\$375	\$400	\$425	\$470	
71 Panther Pacers Advisor	\$375	\$400	\$425	\$470	
72 Academic and Sports Club Advisor	\$375	\$400	\$425	\$470	
73 Drama Club Advisor	\$375	\$400	\$425	\$470	
74 Teacher in Charge (designated per school year)	\$1,000	Flat Rate			
75 Vertical Team Leader @ PES (2)	\$1,000	FLAT RATE			

MISCELLANEOUS DUTIES	76	Statistics at Football Games	\$9.00/event
	77	Announcing	\$10.00/event
	78	Crowd Control	\$30.00/event
	79	H. S. Varsity Basketball-Football-Wrestling-Volleyball Clockkeeper	\$20.00/event
	80	H.S. JV Varsity/Freshman Basketball-Football-Volleyball Clockkeeper	\$15.00/event
	81	Middle School Basketball-Volleyball Clockkeeper	\$15.00/event
	82	H.S. Varsity Basketball-Volleyball-Wrestling Scorekeeper	\$20.00/event
	83	H.S. JV Varsity/Freshman Basketball-Volleyball Scorekeeper	\$15.00/event
	84	Middle School Basketball-Volleyball Scorekeeper	\$15.00/event
	85	Ticket Seller	\$20.00/event
	86	Bus Chaperone (High School Athletics)	\$25.00/event
	87	Designated Building Control Specialist	\$50.00/event
	88	Marching Band - Middle School	\$50.00/event
	89	Dance Chaperone - High School (2 each dance)	\$50.00/dance
	90	Dance Chaperone - Middle School (2 each dance)	\$50.00/dance
	91	Music Concert Director	\$25.00/event
	92	Music Contest Director	\$75.00/event