

# **NORTH LAKE SCHOOL DISTRICT**



## **EMPLOYMENT HANDBOOK for PROFESSIONAL STAFF MEMBERS**

**August 2022**

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

## INTRODUCTION

### INTRODUCTORY STATEMENT

This Employee Handbook has been prepared for professional staff members including teachers and substitute teachers. The provisions described herein are the terms and conditions governing employment in the North Lake School District and compliance with them is required.

Professional staff members who are in the bargaining unit covered by the collective bargaining contract between the Board of Education (Board) and the Arrowhead United Teachers Organization (AUTO) will be referred herein to the terms of the valid collective bargaining contract for those provisions that are still governed by that contract. For those terms and conditions of employment that are not addressed by the contract, the provisions described herein are binding and compliance with them is required.

This Employee Handbook is a collection of selected employment policies and administrative guidelines, as well as rules and regulations of North Lake School District ("District"). It has been prepared to inform all professional staff members with the policies and administrative guidelines, rules, and regulations that govern their employment in the District, and to provide for the orderly and efficient operation of the District.

It is each professional staff member's responsibility to read and become familiar with this information and to comply with the policies adopted by the Board that are available electronically on the District website, as well as the rules and regulations contained herein.

If you have questions regarding any of the Board policies, please direct them to your immediate supervisor.

### DISCLAIMER STATEMENT

This Employee Handbook has been prepared for informational purposes only. None of the statements, policies, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. The District's professional staff members employed under individual contracts with the Board may be terminated or nonrenewed consistent with the terms of the contract, applicable law and consistent with Board Policy.

Furthermore, any professional staff member who violates any of the terms and conditions of employment set forth in this Employee Handbook may be subject to disciplinary action in accordance with Policy 3139 – Staff Discipline and Policy 3140 – Non-Renewal, Resignation and Termination.

The provisions set forth in this Handbook may be altered, modified, changed, or eliminated at any time by the District, with or without notice. This Employee Handbook supersedes any and all previous handbooks, statements, policies, rules, or regulations given to employees, whether verbal or written.

**General Personnel Policies:** This Employment Handbook is subservient to, and does not supersede the provisions set forth in District policies.

## II. EMPLOYMENT

### NOTICE OF VIDEO SURVEILLANCE

The Board authorizes the use of video surveillance and electronic monitoring equipment at various school sites throughout the District and on school buses. Wherever the terms video surveillance or electronic monitoring are used, such reference includes both video and audio surveillance as possible technologies employed.

The District Administrator is responsible for determining where to install and operate fixed-location video surveillance/electronic monitoring equipment in the District. The determination of where and when to use video surveillance/electronic monitoring equipment will be made in a nondiscriminatory manner. Video surveillance/electronic monitoring equipment may be placed in common areas in school buildings (e.g. school hallways, entryways, the front office where students, employees and visitors are permitted to freely come and go, gymnasiums, cafeterias, libraries), the school parking lots and other outside areas, and in school buses. Except in extraordinary circumstances and with the written authorization of the District Administrator, video surveillance/electronic monitoring equipment shall not be used in areas where persons have a reasonable expectation of privacy (e.g. restrooms, locker rooms, changing areas, private offices (unless there is express consent given by the office occupant), or conference/meeting rooms), or in individual classrooms during instructional times.

Any person who acts to block, move, or alter the location and/or viewing angle of a video camera shall be subject to disciplinary action.

Legible and visible signs will be placed at the main entrance to buildings and in the areas where video surveillance/electronic monitoring equipment is in use to notify people that their actions/behavior are subject to being monitored/recorded, which may include video and audio recording or both.

The Board will not place video surveillance/electronic monitoring equipment for the purpose of obtaining information for routine staff appraisal/evaluation or monitoring; however, video footage captured in the normal course of surveillance which shows information pertinent to staff performance or conduct may be used for that purpose.

Policy 7440.01 – Video Surveillance and Electronic Monitoring

### EQUAL EMPLOYMENT OPPORTUNITY

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

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

Requests for accommodations 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. (Policy 3122 - Nondiscrimination and Equal Employment Opportunity)

If the professional staff member has questions regarding Equal Employment Opportunity or how to file a complaint regarding equal employment he/she should contact the district Compliance Officer:

Mrs. Carrie Begalke  
District Compliance Officer  
P.O. Box 188  
North Lake, WI 53064  
262-966-2033, ext. 153  
[begcar@northlakeschool.org](mailto:begcar@northlakeschool.org)

Mrs. Carrie Begalke  
Special Education Director/Title IX Coordinator  
P.O. Box 188  
North Lake, WI 53064  
262-966-2033, ext. 115  
[begcar@northlakeschool.org](mailto:begcar@northlakeschool.org)

In addition, the professional staff member should refer to:

Policy 3122 - Nondiscrimination and Equal Employment Opportunity

### CRIMINAL BACKGROUND CHECKS

To more adequately safeguard students and staff members, the Board requires an inquiry into the background of each applicant the District Administrator recommends for employment on the District's professional staff. Any contracts with outsourced services, employment agencies or temporary services must require such providers to conduct and retain a criminal history record check of individuals providing service to the District.

Such an inquiry shall also be made for substitutes who may be employed by the District.

The District Administrator shall establish the necessary procedures for obtaining any criminal history on the applicant.

Should it be necessary to employ a person in order to maintain continuity of the program prior to receipt of the report, the District Administrator may employ the person on a provisional basis until the report is received.

All information and records obtained from such inquiries are to be considered confidential and shall not be released or disseminated to those not directly involved in evaluating the applicant's qualifications.

Policy 3121 Criminal History Record Check

## EMPLOYMENT HARASSMENT BASED ON A LEGALLY PROTECTED STATUS

- A. Policy Statement: The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of unlawful employment harassment.
- B. Unlawful Employment Harassment: The District shall not tolerate unlawful harassment in employment based on any personal protected class characteristic described above in Equal Employment Opportunity. Unlawful employment harassment that could alter conditions of employment, or form a basis for personnel decisions, or interfere with 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 unlawfully harassing District employees in the workplace. Unlawful employment harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Unlawful harassment in employment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:
1. Unwelcome sexual advances, comments or innuendos;
  2. Physical or verbal abuse;
  3. Jokes, insults or slurs based on any personal protected class characteristic (*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*);
  4. Taunting based on any personal protected class characteristic described above in Board Policy 2260 and 2266; and/or
  5. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

In determining whether harassment is sufficiently severe or pervasive to create a hostile work environment, the harasser's conduct should be evaluated from the objective standpoint of a "reasonable person."

- C. Employee Responsibility: All employees are responsible for ensuring that unlawful harassment in employment does not occur. The District intends to comply with both the letter and spirit of the law in making certain that unlawful harassment in employment does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of unlawful employment harassment, or has knowledge of violations of this handbook provision or Board Policy 2260 and 2266, shall report the matter in accordance with established complaint procedures. All reports regarding unlawful employee harassment shall be taken seriously 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 in good faith under the board policy. The District shall take appropriate and necessary action to eliminate unlawful employee harassment. Actions that are determined to be unlawful harassment in employment shall be subject to disciplinary action, up to and including dismissal.

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



of violation of Policy 4382 will likewise be subject to disciplinary action, up to and including dismissal.

For more information contact the Compliance Officers listed in the handbook or refer to Policy 3362 - Employee Anti-Harassment.

### JOB DESCRIPTIONS

The Board recognizes that it is essential for purposes of accountability that each professional staff member is fully aware of the duties and responsibilities of his/her position. Job descriptions document and describe the essential functions for professional staff positions and thereby promote organizational effectiveness and efficiency.

For more information regarding job descriptions, professional staff members shall refer to Policy 3120.01 – Job Descriptions. Further, if a copy of a job description is required or desired, the professional staff member shall ask their immediate supervisor or go to the District Office and request a duplicate copy.

### HIRING OF RELATIVES (NEPOTISM)

The District has established clear rules regarding the employment of relatives (nepotism) that can be found in Policy 3120 - Employment of Professional Staff.

### IMMIGRATION REFORM ACT COMPLIANCE

The District complies with the provisions of the Federal Immigration Reform and Control Act of 1986, including, but not limited to, requiring verification of authorization to accept employment in the United States from all employees.

For more information regarding this compliance, please refer to Policy 3111 - Creating a Position.

### CONFLICT OF INTEREST

The proper performance of school business is dependent upon the maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by Board members and the District's employees, officers, and agents is essential to the Board's commitment to earn and keep the public's confidence in the School District. Thus, professional staff members are expected to maintain high standards of honesty, integrity, impartiality, and professional conduct. Further, professional staff members are expected to perform their duties in a manner free from conflict of interest pursuant to Section 19.59 Wisconsin Statutes.

Policy 1230 – Responsibilities of the District Administrator

Policy 3230 – Conflict of Interest

### OUTSIDE ACTIVITIES OF STAFF

It is imperative that professional staff members avoid situations in which their personal interests, activities, and associations may conflict with the interests of the District. If a professional staff member is involved in an activity that threatens that staff member's effectiveness within the school system, the District Administrator shall evaluate the impact of such interest, activity, or association upon the professional staff member's responsibilities.

For more information regarding the Board's expectations concerning interests, activities or associations that may conflict with the interests of the District, professional staff members should review the following:

Policy 3231 - Outside Activities of Staff

### COMMUNICATIONS AND SUGGESTIONS

The District values the comments and suggestions of its employees concerning work methods and operations. Employees should follow the chain-of-command when offering a suggestion or comment.

Professional staff members should refer to the detailed procedure regarding communication set forth in Policy 3112 - Board-Staff Communication.

### POLITICAL ACTIVITIES

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

- A. No school employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, political topics.
- B. During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a "political purpose" includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.
- C. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District's policies regarding facilities use by third parties.
- D. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- E. This section does not apply to the provision of information by school employees in connection with any election, referendum or legislation where authorized by the school board or District Administrator and where consistent with legal limitations on the use of public funds and school District resources.

Policy 3231 - Outside Activities of Staff

### **III. EMPLOYMENT STATUS AND RECORDS**

#### **EMPLOYMENT CATEGORIES**

All employees other than the District Administrator or Support Staff Members are considered Professional Staff Members.

By-Law – 0100 – Definitions

#### **PERSONNEL FILES**

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file, at least two times per calendar year, while in the presence of the Administrator or his designee. The employee shall be entitled to have a representative accompany him/her during such review. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those files.

Policy 8320 – Personnel Records and State Law

#### **PERSONNEL FILE RECORD CORRECTION**

If there is any disagreement with the content or information contained in an employee's personnel record, the employee will follow the process established in Policy 8320 – Personnel Records to either have a correction made to the information in question, or to have the content in question removed from the file.

#### **PERFORMANCE EVALUATION**

The District Administrator has established and will implement a program of staff evaluation.

Evaluations shall be conducted in the first year of employment and at least every third year thereafter, or more frequently as determined by the administration or the protocols of the Educator Effectiveness program adopted and used by the Board. The Board delegates to the District Administrator the task of selecting and implementing an approved Educator Effectiveness program such that the District follows state law.

The Board will use the educator effectiveness model available from the Department of Public Instruction.

The administration is authorized to implement additional evaluation procedures for specific personnel in need of additional or alternative evaluation in addition to the educator effectiveness program. A positive rating from the educator effectiveness model does not necessarily preclude the District from taking adverse employment action towards an employee for other performance or conduct related reasons, or from implementing remedial or performance improvement measures.

Policy 3220 – Staff Evaluation

#### **PROFESSIONAL GROWTH REQUIREMENTS**

All professional staff shall engage in independent and active efforts to maintain high standards of individual excellence. Professional staff members are expected to comply with the Professional

Development Plan requirements of their license and provide timely verification of progress towards fulfilling this responsibility.

#### Policy 3242 – Professional Growth Requirements

### EDUCATOR LICENSING

The Board is committed to having a quality teacher in every classroom and a strong leader in every building. The Board encourages the use of best educational practices to improve instruction and increase student achievement. To this end, the Board requires that the District seek to hire the most qualified and experienced staff available and that all staff be licensed as required by law.

Attaining and maintaining proper State licensure under P.I. 34, which describes the requirements for attaining and maintaining educator’s licensing for practicing in the State, is primarily the licensee’s responsibility. However, the Board recognizes its responsibilities under P.I. 34 and supports efforts that promote the effectiveness of staff through career-long preparation and learning and performance-based assessment.

Any teacher employed by the District while holding a Tier II license, and who has fewer than three (3) years of full-time teaching experience, shall be provided all of the following:

1. Ongoing orientation and support which is collaboratively developed by teachers, administrators, and other School District stakeholders.
2. A licensed mentor who successfully completed a mentor training program approved by the Wisconsin Department of Public Instruction.

The District Administrator is responsible for providing any mentoring, or other support services required for any teacher employed by the District while holding a Tier I license.

#### Policy 3125 - Educator Licensing

### STUDENT SUPERVISION AND WELFARE

The Board requires each professional staff member to maintain a standard of care for supervision, control and protection of students commensurate with the employee’s assigned duties and responsibilities.

For the Board’s expectations in this regard, administrators should refer to Policy 1213 – Student Supervision and Welfare, and other professional staff members should refer to Policy 3213 - Student Supervision and Welfare.

### 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 Policy 8350. The law and respect for our students requires 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.

## ASSIGNMENT AND TRANSFERS

The District Administrator is responsible for the proper assignment of all professional staff members in conformance with any legal requirements or certification requirements.

## REDUCTION IN STAFF

It is the responsibility of the Board to provide the staff necessary for the implementation of the educational program of the District and the operation of the schools and to do so efficiently and economically.

The Board reserves the right to abolish positions in the District and to reduce the staff whenever reasons of decreased enrollment of students, return to duty of regular professional staff members after leaves of absence, suspension of schools or territorial changes affecting the District, or other circumstances warrant.

Where appropriate, attrition may be used to achieve the necessary number of position reductions.

Selection of staff for reduction once positions have been identified will be based in accordance with the following steps:

1. 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.
2. Qualifications as Established by the Board: Including, but not limited to specific skills, certification [if applicable], training, District evaluations, etc.
3. 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.
4. Performance of the Employees Considered for Nonrenewal: Performance of the employees under consideration as previously and currently evaluated in the last two summative evaluations. A cumulative score is given on the four major sections on the performance evaluation instrument.

The District Administrator shall determine the appropriate employees for reduction considering all factors that he/she deems important and in the best interests of the District.

No employee whose position has been eliminated shall have any right to be contacted by the District in the event that a vacancy opens in the future for which the laid off employee may be qualified. Likewise, no such employee is entitled to a future position or is provided any preference over other applicants. Any employee whose position was eliminated under this policy may file a grievance under Policy 3340. Staff whose employment ended with the District due to a reduction in force, shall not be prevented from applying for future positions with the District.

Policy 3131 – Reduction in Staff

## IV. EMPLOYEE PAY AND BENEFITS

### PROFESSIONAL COMPENSATION

The Board, in its sole discretion, may place newly-employed employees at a salary determined by the Board. No new employee in a department or grade level will be placed at a salary that exceeds the salary of a present employee(s) in that department or grade level unless the new employee has greater teaching experience than the present employee(s) in that department or grade level. This provision is not retroactive.

Part-time employee's salary shall be pro-rated based upon the employee's percentage of full-time equivalency. See Appendix A.

#### **Master's Degree Compensation**

1. **Eligibility:** The District shall provide additional salary compensation for present employees who earn a master's degree on or after July 1, 2013 subject to the terms set forth below. The District may also provide additional salary compensation for employees who are initially hired on or after July 1, 2013 who have a master's degree at the time of hire subject to the terms set forth below in paragraphs B and C. Employees hired before July 1, 2013 who possessed a master's degree prior to July 1, 2013 are ineligible for compensation under this section.
2. **Accreditation:** Only master's degrees earned from an institution recognized by the North Central Association Commission on Accreditation and School Improvement Institute of Higher Education [NCA], or earned at an institution accredited by another accrediting agency recognized by the NCA, will be eligible for additional salary compensation.
3. **Prior Approval:** A master's degree(s) intended to be used for additional salary compensation shall be approved by the District in advance of the enrollment in the degree program, unless the District in its sole discretion agrees to approve a degree program after the program has commenced or the District approves the program/degree at the time of hire for new employees.
  - A. To qualify for additional salary compensation for the attainment or possession of a master's degree, 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. When a master's degree does not exist in his/her present teaching field, a teacher may qualify with comparable graduate study in that or another field, subject to the prior approval of the District Administrator and/or his/her designee.
  - B. Payment of the additional salary compensation for the attainment or possession of a master's degree shall be made at the beginning of the school year following attainment of the necessary credentials.
  - C. Proper credentials shall be considered as statements of degrees attained. Such statements shall be certified by a college registrar or other proper college official.
  - D. Completion of the master's degree must be in the office of the District Administrator by August 1, and the work must be completed by September 1 of the contract year in order for the additional compensation to be reflected in the employee's salary for that contract

year. If such information is not provided by the above date, the additional salary compensation will commence at the start of the next contract year.

4. Master's Degree Additional Salary Compensation: An eligible teacher (as described above) who earns a master's degree and has it approved as set forth above shall have his/her salary increased by five thousand dollars (\$5,000.00). This supplemental salary dollar amount shall be equally divided over the total number of payroll periods for the school year. This shall be an annual salary increase in the employee's salary.
5. Curriculum Planning Projects and Other Projects within the Scope of Employment: When the District recommends or assigns an employee to attend a district-approved curriculum training program or expects work on a curriculum project that is outside of the terms of the individual employee's contract, the employee shall be paid at the rate of twenty-five dollars (\$25.00) per hour. The length of time and maximum number of compensated hours for completion of the project shall be determined by the employee's immediate supervisor, in his/her sole discretion. The compensation above will be paid when the project has been completed and approved by the applicable administrator. Other projects within the employee's scope of employment that are approved by the District Administrator (or designee) shall be paid at the curriculum project's rate.
6. National Board Certification: An employee who earns certification from the National Board for Professional Teaching Standards, or a Master Teacher designation if the National Board for Professional Teaching Standards is not available in the employee's certification area, shall have his/her salary increased by two thousand five hundred dollars (\$2,500.00). This shall be a one-time increase in the employee's salary and shall immediately cease if the employee fails to retain such certification.

#### PAY PERIODS

The Board recognizes its obligation to pay its employees for services rendered in accordance with State and Federal laws and District commitments.

Teachers shall be paid in twenty (20) pays except for those teachers who authorize, in writing, pay spread across twenty-four (24) pays.

All employees shall participate in a direct payroll deposit plan. Direct deposit statements will be given to the employee on each payday. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing.

If an employee believes that an error has been made regarding his or her compensation, he or she must contact the Business Services Office immediately. Reports of payroll errors will be promptly investigated. If it is determined that an error has been made and timely reported, the error shall be promptly corrected.

#### BENEFITS

The Board provides a comprehensive package of benefits to its employees. The Board retains the final authority to establish, modify, rescind, add or in any way affect employee benefits. Annually, in conjunction with the budget process, the anticipated share cost of all employee benefits, specifying both the employee and employer share shall be approved through Board action.

Policy 3425 – Benefits

## VOLUNTARY LEAVES OF ABSENCE

Any professional staff member may direct a request for a discretionary voluntary leave of absence to the District Administrator. All requests shall state the reason for the leave and the expected duration of the leave.

Approved leaves of absence that is also qualifying leave under Policy 3430.01 will be designated as such and count towards the employee's leave entitlement. Approved leave shall state the conditions applicable to the employee's return to work. Nothing in this policy shall serve as a guarantee of any job protection for leave beyond otherwise protected leave.

Any professional staff member granted a leave of absence by the District Administrator shall be considered to have stopped performance of all work with the District until the completion of the leave. Exceptions may be made by the District Administrator in cases where the best interest of the District might be served.

Leaves will be granted in accordance with Policy 3430 - Leaves of Absence.

## EMPLOYEE LEAVES

The Board recognizes that there may be instances in which employees cannot report to work and recognizes that in certain circumstances it is appropriate to provide compensation or job protection during those absences.

### **Bereavement Leave**

**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 three (3) days off work with pay. Such days shall be deducted from the employee's accumulated sick leave. Immediate family includes the spouse, parents, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse and other individuals residing in the employee's household.

Employees shall be granted one day with pay per occurrence to attend funerals of aunts, uncles, nieces, nephews, first cousins. Such days shall be deducted from the employee's accumulated sick leave.

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

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

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

### **Jury Duty Leave**

**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.



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.

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

### **Military Leave**

Staff members will be afforded protected leave from employment to perform their obligations to the United States Armed Forces, whether for reserve duty or a call to active duty, and potential deployment. Leave shall be provided in accordance with the law.

### **Volunteer Fire Fighter, Emergency Medical Technician, First Responder, or Ambulance Driver Leave**

A staff member who is a volunteer fire fighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation may be late for or absent from work without pay if the lateness or absence is due to the staff member responding to an emergency that begins before the staff member is required to report to work and if the staff member complies with all of the following requirements:

1. By no later than thirty (30) days after becoming a member of a volunteer fire department or fire company, or becoming affiliated with an ambulance service provider, the staff member submits to the District a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider notifying the District that the staff member is a volunteer fire fighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation;
2. When dispatched to an emergency, the staff member makes every effort to notify the District that the staff member may be late for or absent from work due to the staff member responding to the emergency or, if prior notification cannot be made due to the extreme circumstances of the emergency or the inability of the staff member to contact the District, submits to the District a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider explaining why prior notification could not be made; and
3. When late for or absent from work due to responding to an emergency, the staff member provides, at the request of the District, a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider certifying that the staff member was responding to an emergency at the time of the lateness or absence and indicating the date and time of the response to the emergency.
4. When the status of a staff member as a member of a volunteer fire department or fire company or as an affiliate of an ambulance service provider changes, including termination of that status, the staff member shall notify the District of that change in status.

### **Leave for Voting**

A staff member who is eligible to vote may take up to three (3) consecutive hours of unpaid leave to vote while the polls are open on Election Day. The staff member must submit a leave request to the District Administrator prior to Election Day. The District Administrator must approve the leave, but may identify a specific three (3) hour period during the staff member's work hours that the staff member is permitted to utilize for voting.

Leave for voting is provided on an unpaid basis. However, the District Administrator may approve the leave with pay or allow the employee to substitute paid leave for the unpaid Election Day leave. Staff members may not be penalized for using voting leave.

### **Election Day Official**

The District Administrator shall approve a one (1) day unpaid leave of absence for any staff member who is appointed to serve as an election official, provided the staff member has given the District at least seven (7) days' notice of the leave. In accordance with state law, the District may request confirmation from the municipal clerk of the staff member's appointment as an election official.

Leave to serve as an election official is provided on an unpaid basis. If available, a staff member may substitute paid leave such as personal leave. Staff members may not be penalized for using leave to serve as an election official.

### **Leave to Testify**

Any employee who is issued a subpoena to testify in a criminal court proceeding and is not the subject (e.g. criminal defendant) of the criminal proceeding shall be provided the following:

1. If the proceeding relates to a criminal matter under Chapters 48 or 938 of the Wisconsin Statutes, the employee may not be discharged from employment for absences due to testifying, provided that the employee provides notice within one (1) business day of receiving the subpoena;
2. Any employee subpoenaed to testify in a matter that involves a crime committed against the employer or against the employee in the course of employment (including an act committed by a juvenile that would be a crime if committed by an adult), shall be provided paid time off to do so such that no loss of wages or benefits occurs as a result of compliance with the subpoena.
3. Professional staff members may use paid sick leave or personal days and must follow the protocol established in Policy 3432 – Employee Sick Leave.

### **EMPLOYEE SICK LEAVE**

1. Professional staff members shall be credited with eight (8) paid sick days per contract year.
2. 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.
3. Part-time professional staff members will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.
4. Sick Leave Use:
  - A. Sick leave shall be paid for any absence from work due to the: Personal illness, injury or serious health condition of the employee;

- B. Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a disability as set forth in Wisconsin Administrative Code section PI 11.02(2). (Examples of a disability include: cognitive disability, learning disability, autism, etc.)
- C. Serious health condition of a spouse, child, parent, or other individual residing in the employee's immediate household. The number of days underneath this provision is limited to eight (8) sick leave days per year. Year shall be the same as the year defined for the purposes of the Wisconsin Family and Medical Leave Act.
- D. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
- E. Definitions: the following definitions apply under this section:

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

**Parent:** means a natural parent, foster parent, treatment foster parent, adoptive parent, step-parent or legal guardian of an employee or an employee's spouse or domestic partner.

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

**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.

1. Sick leave may be allowed in increments of one-half day.
2. Sick leave for employees will accumulate for full-time and part-time employees to a maximum of sixty (60) days. Employees hired before July 1, 2011 retain such days already earned and may have an accumulation above sixty (60), but no more than one hundred (100) days, until the sick days are consumed and/or their accumulation reaches sixty.
3. In the event an employee becomes eligible for benefits under the District's long-term disability insurance program, the employee will no longer receive paid sick leave.
4. If an employee were to leave the school system prior to the completion of his/her contract term or the school year for an individual teacher and had used all sick leave, a sum equal to the sick leave days not earned would be deducted from the remaining pay. Deductions will be based on one (1) day of paid sick leave earned per month of employment to a maximum of eight (8) days per contract year.
5. Reporting Procedure - Doctor's Certificate: If at all possible, each employee shall be required to inform substitute coordinator prior to, but no later than 6:00 a.m., prior to his/her normal daily starting time of his/her need to be absent for one of the reasons stated 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.

### PERSONAL LEAVE

1. **Personal Days Provided:** Teachers shall receive three (3) days of personal leave each employment year.
2. **Reasons for Personal Leave:** Personal leave may be used for compelling personal obligations which cannot reasonably be conducted outside of the employee's workday.
3. **Personal Leave Day Restrictions:** The personal leave day will not be granted during the first or last week of a semester, on a parent teacher conference day, 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 to engage in activities for which the employee will receive compensation from any source. Compensation shall not include payment or reimbursement of expenses. In addition, personal leave shall not be used to attend Association membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.
4. **Approval of Personal Leave and the Total Number of Employees on Personal Leave:**
  - A. A request in writing to the Administrator shall be made as far in advance as possible, normally not less than five (5) days. Emergencies may delay the submitting of the written statement until the employee returns to work.
  - B. The Administrator has the right to approve or disapprove all requests.
  - C. 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.
5. **Part-time Employees:** Part-time employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work per week.
6. **Personal Leave Increments:** Personal leave may be allowed in increments of one-half day.
7. **Personal Leave Incentive:** Teachers who do not use his/her three (3) personal leave days in a given fiscal year shall receive compensation for unused substitute expenditures of one hundred dollars (\$100.00) per full day. The payment shall be a non-recurring stipend that shall be paid out on the June 30 payroll.

### FAMILY AND MEDICAL LEAVE AND THE WISCONSIN BONE MARROW AND ORGAN DONATION LEAVE LAW

In accordance with federal and state law, the Board will provide family and medical leave for professional staff members. The provisions of both the federal and state family and medical leave

provisions require specific eligibility and qualifying reasons to access this leave which are summarized below; to determine if you are eligible or qualify for family and medical leave refer to Policy 3430.01 – Family and Medical Leave of Absence (FMLA).

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

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

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

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

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

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

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

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

Information concerning family and medical leave rights under the Wisconsin Family and Medical Leave Act will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: [https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_7983\\_p.pdf](https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf).

Information concerning leave rights under the Wisconsin Bone Marrow and Organ Donation Leave law will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_18114\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_18114_p.pdf).

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

procedures and by the notices that the District provides to an employee in a specific situation.

Pursuant to the established procedures described above, employees are expected to provide the District with reasonable notice of the need for leave, and this notice should be provided in advance of the need for leave whenever possible. Reasonable notice is normally at least five (5) days prior to the date the leave is to begin, except that when five (5) days' notice is not practicable (e.g., because the need for leave could not reasonably have been foreseen or planned for that far in advance), notice should be given as soon as possible and practical under the circumstances. In most circumstances, when an employee becomes aware of a need for leave fewer than five (5) days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next business day after becoming aware.

- C. Eligibility Determinations: To the extent required by any applicable state or federal law or regulation, upon the District's receipt of an employee's request for such leave, or once the District becomes aware that an employee's need for leave is for a reason that may qualify under any of the types of leave being addressed in this section of the Handbook, the District will:
- Notify the employee if he or she is eligible for leave and, if eligible for leave under the federal FMLA, provide a notice of rights and responsibilities under the federal FMLA, including notice of the employee's ability to take leave intermittently or on a reduced schedule (if eligible).
  - Notify the employee of the reason for ineligibility or denial of leave, if such a determination is made.
  - Notify the employee if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees are encouraged to direct any questions regarding this section of the handbook, or its applicability to their particular circumstances, to the Manager of Business Services.

### BENEFITS APPLICABLE TO TEACHERS (not substitutes)

#### 1. **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 eligible employees to reduce their salary and contribute to an FSA to cover the following expenses:

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

Effective January 1, 2020: An employee may designate, under the flexible reimbursement plan/cafeeteria plan, a maximum of two thousand seven hundred and fifty dollars (\$2,750) of eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year.

[Note: Employers may choose a lesser amount than \$2,700; however, the maximum amount allowable under this provision (IRC § 105) is \$2,700 per plan year.]

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).

## **2. Dental Insurance**

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

### **A. Eligibility:**

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least seventy-five percent of full-time equivalency [75%] is eligible to participate in the District's dental insurance. 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. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least seventy-five percent [75%] of a full-time equivalency, but less than a full-time one-hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses: a. Coverage under one family plan; or b. Two single plans.

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

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

### **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 one-hundred percent (100%) of the single premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium, if any.
2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than one-hundred percent (100%) of the family premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium, if any.

## **3. Health Insurance**

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

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least seventy-five percent (75%) of full-time equivalency is eligible to participate in the District's health insurance. Employees whose assignments are for less than seventy-five percent (75%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least seventy-five percent [75%] of a full-time equivalency, but less than a full one-hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
  - A. Coverage under one family plan; or
  - B. One cash-in-lieu benefit instead of a family plan [subject to the eligibility of the insurance carrier] and one family; 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 and continue for a full twelve (12) month period. The insurance benefits described in this Handbook and in the individual contract terminate according to the following schedule:

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

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 eighty-eight percent (88%) of the single premium of the lowest cost health insurance plan unless the employee does not complete the Rally Online Health Survey and the Biometric Screening. If the employee does not complete both the Rally Online Health Survey and the Biometric Screening, he/she shall contribute an additional fifty dollars (\$50.00) per month toward the cost of the single 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 eighty-eight percent (88%) of the family premium of the lowest cost health insurance plan unless the employee does not complete the Rally Online Health Survey and the Biometric Screening. If the employee



does not complete both the Rally Online Health Survey and the Biometric Screening, he/she shall contribute an additional one hundred dollars (\$100.00) per month toward the cost of the health insurance plan. Employees shall be responsible for the remaining portion of the premium.

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

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

### **Health Risk Assessment and Health Survey Assessment**

Note: The U.S. District Court for the District of Columbia [vacated the Equal Employment Opportunity Commissioner's \(EEOC's\) regulations](#) governing voluntary wellness plans. This ruling went into effect on January 1, 2019. On December 20, 2018 the EEOC vacated the incentive provisions of its final wellness program regulations under the Americans with Disabilities Act (ADA) and the Genetic Information Nondiscrimination Act (GINA), effective January 1, 2019. Due to these events there does not exist any present regulations that define what forms of incentives may be provided as part of a health risk assessment or health survey assessment underneath the Americans with Disabilities Act (ADA) and the Genetic Information Nondiscrimination Act (GINA).

All employees and spouses enrolled in the District's insurance are covered by this provision.

- A. The health risk assessment consists of a screening process that includes blood pressure checks, height and weight to determine BMI, cholesterol tests and blood glucose tests, the results include glucose, triglycerides, HDL and LDL levels and the employee's ratio. In addition, the employee receives a computerized personal wellness profile to provide a comprehensive health assessment. The District may modify the requirements at any time. The Rally Online Health Survey may be found at [myuhc.com](http://myuhc.com) and search Rally.
- B. The District will pay the full cost of the health risk assessment. The Rally Online Health Survey and the Biometric Screening must be completed every year and are the responsibility of the employee if he/she desires to have the reduced health insurance premium contribution as set forth below. The District will pay the full cost of the District approved Biometric Screening. The Biometric Screening will be administered on the same schedule as the Rally Online Health Survey.
- C. The eligible employee and spouse will have to select whether to participate in the Rally Online Health Survey and the Biometric Screening before June 1. Employees and spouses with pre-existing medical conditions may be exempt from portions of the health risk assessment based upon certification from the employee's physician that the employee or spouses cannot complete that portion of the health risk assessment due to the employee's pre-existing medical condition. The employee or spouse is still requested to voluntarily complete the other portions of the Rally Online Health Survey and the Biometric Screening. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a

third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.

If the Rally Online Health Survey and the Biometric Screening are not completed by June 1, the employee and/or spouse will be responsible for the health insurance contribution at the higher rates effective July 1 if the employee is enrolled in the District's health insurance.

- D. The District will be responsible for contacting a health provider and arranging the Rally Online Health Survey and the Biometric Screening for the employees. The District will offer the Biometric Screening on-site at times and dates convenient for the employees. An employee may schedule an appointment for the Biometric Screening off-site directly with the provider chosen by the District.
- E. The only information that the District will receive from the health provider is whether the employee and spouse did or did not take the Rally Online Health Survey and the Biometric Screening.
- F. All employees enrolled in the District's health insurance must complete a minimum of one Nurse Liaison session per year. Sessions may be in person, virtual, or by phone. Spouses enrolled in the District's health insurance are encouraged (but not required) to complete a minimum of one Nurse Liaison session.

#### **4. 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.

#### **5. Life Insurance**

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

##### **A. Eligibility:**

- 1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least seventy-five percent (75%) of full-time equivalency is eligible to participate in the District's life insurance. Employees whose assignments are less than seventy-five percent (75%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
- 2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least seventy-five percent [75%] of a full-time equivalency, but less than a full-time one-hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.

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

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

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

## 6. Long-Term Disability

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

### A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least seventy-five percent (75%) of full-time equivalency is eligible to participate in the District's long-term disability insurance. Employees whose assignments are less than seventy-five percent (75%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least seventy-five percent [75%] of a full-time equivalency, but less than a full-time one-hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.

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

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

### C. Premium Contributions: The District shall pay one hundred percent (100%) for long-term disability insurance. The employee shall pay the remaining portion of the premium. The benefits will be equal to ninety percent (90%) of the employee's monthly wages. Coverage shall begin after the sixtieth (60<sup>th</sup>) consecutive calendar day of disability and continue until the employee is eligible to work or to age 65, however, it is based on the age of disablement. Refer to the LTD Policy Certificate.

## 7. ~~Alternate Benefit Plan [ABP] in Lieu of Health Insurance~~

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

Employees who choose the ABP option during the open enrollment period commit to this change to be effective the following September 1. An employee may request to sign up for the ABP option after September 1 provided that at least sixty (60) days are provided to the District's business office and the employee provides reasonable evidence of minimum essential coverage as required for all ABP participants as set forth below.

In order to access the ABP benefit, the employee must also provide reasonable evidence of 1) the employee declining to enroll in the employer-sponsored coverage and 2) the employee providing reasonable evidence that the employee and all other individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year or

years that begin or end in or with the employer's plan year to which the opt-out arrangement applies (employee's expected tax family) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through the Marketplace) during the period of coverage to which the opt-out arrangement applies.

- A. 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.
- B. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.
- C. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan 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.
- D. Cash Compensation: The cash contribution dollar amount shall be equal to:

School Year	ABP Annual Amount
2022-2023	\$6,500.00

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at least thirty (30) hours per week on average during the employer established measurement period who select the cash compensation shall receive a pro-rated amount of the District's contribution based upon the part-time employee's percentage of full-time employment.

- E. 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 FICA, state and federal taxes deducted from the teacher's payroll check.
- F. Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.
  - 1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash unless the employee requests in writing to have the cash paid to the TSA vendor. The employee shall be permitted to change the TSA amount or vendor up to two times per calendar year provided he/she provides the District with at least thirty (30) calendar days' notice.
  - 2. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.

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

G. Beginning Eligibility Date for Alternative Benefit Plan Payments:

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

**8. 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.

COBRA

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

- A. **Qualifying Events:** An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District-sponsored coverage is lost due to the occurrence of any of the following qualifying events:
1. Voluntary or involuntary termination of employment for any reason other than "gross misconduct" (e.g., resignation or retirement);
  2. Death of the covered employee;
  3. Divorce or legal separation from the covered employee;
  4. Loss of "dependent child" status;
  5. Eligibility for Medicare entitlement;
  6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.
- B. **Period of COBRA Continuation:** In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total

of twenty-nine (29) months in certain cases of disability (see Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse, and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.

- C. **COBRA Extension** [Second qualifying events]: A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:
1. The employee's death;
  2. Divorce or legal separation;
  3. The covered employee becomes eligible for Medicare;
  4. A child loses his or her "dependent child" status.

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

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

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

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

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

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

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

## PRIVACY PROTECTIONS OF FULLY INSURED GROUP HEALTH PLANS

Eligible professional staff members who are provided coverage under fully insured group health plans are assured the privacy protections required by federal and state law.

Policy 3419.02 - Privacy Protections of Fully Insured Group Health Plans

### **V. WORKING CONDITIONS AND HOURS OF WORK**

#### DRESS CODE

The Board has exercised its authority to specify dress and grooming guidelines for staff.

When on duty, professional staff members are expected to dress in a manner that is consistent with the expectations described in Policy 3216-Staff Dress and Grooming.

#### ATTENDANCE AND REPORTING ABSENCES

Staff members are expected to report for duty daily if the employee is fit for duty; however, when a staff member must be absent, the following procedure shall be followed:

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 coordinator. If possible, such notification should be made the evening prior to the time of absence, or before 6:00 a.m. This will help to provide time for obtaining a substitute teacher.

Employees who fail to provide adequate notice of tardiness using the notification procedures outlined above, and incur instances of unexcused tardiness as a result, will be subject to discipline up to and including discharge. "Tardiness" is defined as failing to report to work at the scheduled start time of an employee's shift or workday, including failing to report back to work on time after a scheduled lunch or break period, without having preapproval to report late from an immediate supervisor. Tardiness may also include any instances where an employee has punched in at the start of his or her scheduled shift or workday, but who is not prepared to actually begin working at that time. An employee who incurs one (1) unexcused instance of tardiness without providing adequate notice to the district in any monthly period may be terminated for excessive tardiness.

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

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

#### BREASTFEEDING

Upon request, the District shall provide a reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has the need to express the milk. For members of the professional teaching staff, "reasonable break time" generally

means periods during the day when they are not engaged in instruction with students. Furthermore, the District shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Preferably, the space should have an electrical outlet for use by the employee.

Non-exempt employees under the Fair Labor Standards Act shall not be compensated for any break taken for the purpose of expressing milk, unless such break would otherwise be compensable. As a general matter, "non-exempt" employees are those who receive overtime if they work more than 40 hours in any week. Non-exempt employees shall not engage in any work-related activities during breaks used to express milk.

Jokes or harassment based on breastfeeding will not be tolerated. If an employee is the subject of such jokes or harassment on that basis, she shall report the incident(s) up the chain of command.

### PREPARATORY TIME

See Appendix A for preparatory time allotments.

### PERSONAL COMMUNICATION DEVICES

Use of personal communication devices ("PCD") (as defined in Bylaw 0100) has become pervasive in the workplace. Whether the PCD is Board-owned and assigned to a specific employee or school official or personally-owned by the employee or school official, regardless of whether the Board pays the employee or school official an allowance for his/her use of the device, the Board reimburses the employee or school official on a per use basis for their business-related use of his/her PCD, or the employee or school official receives no remuneration for his/her use of a personally-owned PCD, the employee or school official is responsible for using the device in a safe and appropriate manner and in accordance with District policy and its accompanying guideline, as well as other pertinent Board policies and guidelines.

Professional staff are subject to all applicable policies and guidelines pertaining to protection of the security, integrity, and availability of the data stored on a PCD regardless of whether they are Board-owned and assigned to a specific employee or personally-owned by the employee.

Communications, including text messages, instant messages, and e-mails sent and/or received by a professional staff member on his/her PCD, that are public records or student records are subject to retention and disclosure, upon request, in accordance with Policy 8310 - Public Records. Cellular/ wireless communications that are student records should be maintained pursuant to Policy 8330 - Student Records.

Policy 7530.02 – Staff Use of Personal Communication Devices

### EMPLOYER PROPERTY/EQUIPMENT

Personal use of District equipment or facilities by employees will be not be allowed.

### PERSONAL PROPERTY AT SCHOOL

Employees may wish to bring personal property to school either for reasons associated with their professional responsibilities or for use during off-duty time. This practice is authorized provided it is understood that the District will not be responsible for any loss, damage, or misuse of such property as described below.



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 does not carry accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.

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

Policy 3281 – Personal Property of Staff Members

### EMERGENCY CLOSINGS

The District Administrator may close the schools, delay the opening of school, or dismiss school early when such alteration in the regular session is required for the protection of the health and safety of students and staff members.

The District Administrator shall have the authority to determine which school-related activities may be conducted if the school is closed for a period of time.

Policy 8220 – School Day

### TRAVEL EXPENSES

The Board of Education will provide for the payment of the actual and necessary expenses, including travel expenses, of any professional staff member that is incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board and prior approval of the District Administrator.

Policy 3440 – Job-Related Expenses

### ESSENTIAL OILS

All staff wishing to use essential oils in the school must seek prior approval from the District Administrator.

### GAMBLING

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

## **VI. SAFETY AND HEALTH**

### USE OF TOBACCO AND VAPING DEVICES

The Board is committed to providing students, staff, and visitors with a tobacco and smoke-free environment. The negative health effects of tobacco use for both users and non-users, particularly in

connection with second hand smoke, are well-established. Further, providing a non-smoking and tobacco-free environment is consistent with the responsibilities of teachers and staff to be positive role models for our students. The Board also recognizes, however, the right of individuals under state law to use lawful products, including tobacco, during non-working hours off District premises.

For purposes of this policy, "use of tobacco" means to chew or maintain any substance containing tobacco, including smokeless tobacco, in the mouth to derive the effects of tobacco, as well as all uses of tobacco, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, any other matter or substances that contain tobacco, in addition to papers used to roll cigarettes and/or the smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes and any other lighted smoking devices for burning tobacco or any other substance. Accordingly, the Board prohibits the use of tobacco in any form on District premises, in District vehicles, within any indoor facility owned or leased or contracted for by the District, and used to provide education or library services to children and at all District-sponsored events. In addition, the District prohibits the use of vaping products regardless of whether such products contain tobacco or nicotine. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment.

#### Policy 3215 – Use of Tobacco by Professional Staff

#### TRAINING

Professional staff members for whom training in the following areas is deemed necessary and appropriate, shall be trained in:

- A. the use of automated external defibrillators (Policy 8452 - Automated External Defibrillators),
- B. the control of blood borne pathogens (Policy 8453.01 - Control of Blood-Borne Pathogens)
- C. the control of casual-contact communicable diseases (Policy 8450 - Control of Casual Contact Communicable Diseases), and
- D. understanding the method of transmission and prevention of diseases that are direct contact communicable diseases (Policy 8453 - Direct Contact Communicable Diseases).

#### REPORTING WORK RELATED INJURY

Any accident that results in an injury, however slight, to an employee of the Board, must be reported promptly and in writing to the District Office in compliance with Policy 8442 – Reporting Accidents. The injured employee shall complete a form that includes the date, time and place of the incident; the names of persons involved; the nature of the injury to the extent that it is known; and a description of all relevant circumstances.

### **VII. EMPLOYEE COMMUNICATION & TECHNOLOGY**

#### ACCEPTABLE USE OF DISTRICT TECHNOLOGY

Staff use of the District's Network will be governed by Policy 7540.04 – Staff Technology Acceptable Use and Safety and the related administrative guidelines.

The due process rights of all users will be respected in the event there is a suspicion of

inappropriate use of the Network. Users have a limited privacy expectation in the content of their personal files and records of their online activity while on the Network.

### E-MAIL

The Board is committed to the effective use of electronic mail ("e-mail") by all District staff and Board members in the conduct of their official duties. When available, the District's e-mail system must be used by employees for any official District e-mail communications.

Employees are required to keep their inbox and folders organized by regularly reviewing e-mail messages, appropriately saving e-mails that constitute a public record or student record and e-mails that are subject to a litigation hold, and purging all other e-mails that have been read.

The District complies with all federal and state laws pertaining to electronic mail. Accordingly, e-mails written by or sent to District employees may be public records, or education records if their content includes personally identifiable information about a student. E-mails that are public records are subject to retention and disclosure, upon request, in accordance with Policy 8310 – Public Records.

The District retains the right to monitor or access any District e-mail accounts at any time. Users should not expect that their communications sent or received through the District e-mail system will remain confidential and personal.

Employees should be aware of the framework for the proper use of e-mail established in Policy 7540.06 – District Issued Staff E-mail Account and any related established guidelines.

### SOCIAL MEDIA

The District recognizes that employees may use social media for personal, as well as professional reasons. The District neither encourages nor discourages employees' use of social media for personal purposes. The District regulates employees' use of social media for purposes related to their District assignment to the same extent as it regulates any other form of employee communication in that regard.

Employees are prohibited from using District technology resources (as defined in Bylaw 0100) to access social media for personal use.

#### **Employees' Use of Personal Communication Devices at Work to Access Social Media for Personal Use**

Employees are permitted to use personal communication devices to access social media for personal use during breaks and mealtimes. Staff members shall not engage students in social media and online networking media, except for appropriate academic, extra-curricular and/or professional uses only.

Staff members are expressly prohibited from posting any picture, video, meme, or other visual depiction, or comment pertaining to any student on personal or unauthorized social networking media or similar forums.

Policy 3213 – Staff Supervision and Welfare  
Policy 7544 – Social Media

## VIII. EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

### STAFF DISCIPLINE

The Board retains the right and the responsibility to manage the workforce. When the discipline of a staff member becomes necessary, such action shall be consistent with the requirements of any applicable Board policy, and State and Federal law. The District Administrator may issue discipline when he/she deems appropriate; however, student performance on examinations may not form the basis for staff discipline.

#### **Investigation of Possible Criminal Activity**

The District may be required to investigate potential wrongdoings on the part of its employees. Such investigations may require that the employee answer questions relating to the activity. Employees may be required to answer such questions. Failure to cooperate in an investigation may result in discipline, up to and including termination of the employee. In cases where this possible wrongdoing may involve criminal activity, the District shall inform the employee that answers to questions relating to the employee's conduct may be used by the District for determining appropriate discipline, but will not be provided to law enforcement officials in the course of their independent criminal investigation, unless otherwise required by law. Employees must also be informed that refusal to answer questions may be considered in determining discipline.

Staff may be disciplined for violations of Board policy or for other failures to meet the expectations and obligations of their position. No staff member may be subject to arbitrary or capricious disciplinary action, or disciplinary action that is otherwise in violation of law or public policy.

Disciplinary action will normally follow a progressive discipline model that is designed to correct inappropriate conduct on the part of staff members. Progressive discipline will generally progress as follows:

- A. oral reprimand, with a written record placed in the employee file;
- B. written warning;
- C. suspension, the length of which is determined by the administration to affect the corrective goal of discipline; and
- D. termination, pursuant to the process established for termination as set forth in Policy 3140.

The District Administrator may skip one or all steps in the progressive discipline model when he/she deems that the severity of the offense requires more substantial discipline, or in the case of termination, where the District Administrator determines that the conduct is so egregious as to require the staff member's immediate termination of employment, consistent with the process established for termination as set forth in Policy 3140.

All instances of staff discipline are subject to the employee grievance procedure, set forth in Policy 3340 - Grievance Procedure.

### NON-RENEWAL, RESIGNATION, AND TERMINATION

A critical function of the Board is maintaining personnel necessary to carry out the District's educational program and mission. In the course of carrying out this function, the Board will at times find it necessary to end an employment relationship with a member of the professional staff. This policy governs the process of nonrenewal and termination of employees, as well as the conditions under which a resignation may be accepted.

**Full-Time Teachers**

All full-time teachers are required to be under contract with the District. A full-time teacher's employment contract is automatically void and employment ended if the teacher does not have an appropriate teaching license issued by the DPI. Otherwise, a full-time teacher's employment shall be subject to non-renewal, termination, or resignation as follows:

**A. Non-Renewal**

In the event that the District Administrator intends to recommend the non-renewal of a full-time teacher's contract, all applicable statutory non-renewal procedures and timelines will apply, including both preliminary and final notice of nonrenewal. No teacher may be non-renewed solely on the basis of the results of mandatory student examinations. The District Administrator shall be responsible for notifying the affected teacher of his/her rights relative to the non-renewal process.

Teacher contracts may be non-renewed upon a majority vote of the full membership of the Board.

**B. Termination**

A full-time teacher's contract may be terminated only by a majority vote of the full membership of the Board. The District Administrator shall, if deemed appropriate, recommend a teacher's termination to the Board. The District Administrator is responsible for providing the teacher with appropriate notice regarding the hearing and for taking the necessary steps to present any such recommendation to the Board.

The District Administrator may engage in negotiations with the teacher for purposes of resignation short of a hearing, subject to final Board approval.

**C. Resignation**

Employee Resignations

1. The teacher's contract, which is part thereof, shall be considered binding on both parties.
2. A teacher resigning from his or her teaching position shall give forty-five (45) days' notice to the Board or be subject to liquidated damages as listed below.

<b>TIME FRAME</b>	<b>LIQUIDATED DAMAGES</b>
Day after the last day of School-June 30	\$500.00
July 1-July 31	\$1000.00
August 1-Last Day of School	\$1500.00

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

1. Employment transfer of spouse;
2. Illness of employee;
3. Other reasons as determined by the Board of Education. In the event the District chooses to waive the liquidated damages, the District shall return any damages submitted with the resignation notice to the employee.

**E. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article. In the event said teacher**

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

### **Part-Time Teachers**

Teachers employed less than full-time, but not including substitute teachers whose employment is covered by Policy 3120.04, and whose employment contract does not specify procedures for termination of contract, may be terminated either by the District for appropriate reasons or through resignation to the District Administrator. A resignation, once accepted, may not be rescinded by the teacher.

A part-time teacher whose contract does not specify otherwise is not entitled to notice of intent to renew or of intent not to renew his/her contract for a subsequent school year.

The terms of the part-time teacher contract shall apply when the contract provides for procedures different than those noted in this policy.

### **Administrators**

The Board employs administrative employees under a variety of employment arrangements. Generally, those arrangements include those administrators who, by law, are required to have an employment contract and are provided statutory rights with respect to those contracts; those that are not required to have contracts by law, but are nonetheless employed pursuant to a written contract approved by the Board; and those who perform administrative functions, but who do not have a contract which specifies the terms of employment as they relate to termination, resignation, and nonrenewal of the employment arrangement.

### **Statutory Administrators**

The Board shall employ by contract the following persons: the District Administrator, business manager, school principals, and assistants to such persons, as well as the following persons employed solely to perform administrative functions: personnel administrators and supervisors, curriculum administrators, and assistants to such administrative personnel.

Such administrators may only be terminated, either due to appropriate circumstances justifying termination of employment or by tendered resignation, by a majority of the full membership of the Board.

Such administrators are entitled to contract renewal or notice of intent not to renew the administrator's contract pursuant to applicable statutory procedures, and any additional procedures incorporated into the said contract.

The District Administrator shall be responsible for assuring compliance with the procedures necessary for Board action to terminate or to non-renew an administrator's contract. In the case of the District Administrator's contract, the Board President with the assistance of Board legal counsel, shall be responsible for assuring procedural compliance with termination or non-renewal processes.

A resignation, once accepted by the Board, may not be rescinded except by approval of the majority of the full membership of the Board.

**A. Administrators with Contracts including Provisions Governing Termination**

The Board may employ administrators who are not statutorily entitled to an employment contract or to statutory termination and non-renewal procedures, but who nonetheless are issued employment contracts with provisions governing this process applicable to the manner in which the employment relationship is concluded, either by resignation, termination, or non-renewal. In such cases, the District Administrator shall be responsible for assuring adherence to applicable contractual procedures.

**B. Administrative Personnel with no Contractual or Statutory Coverage**

Employees performing administrative functions, but who are not covered by applicable statutory termination or non-renewal procedures, and who have not been issued an employment contract with provisions governing the termination or non-renewal process, are not entitled to notice of intent to renew or not to renew an employment agreement. In such a case, an employment agreement shall expire and the employee shall have no expectation of continued employment beyond the term of the agreement.

Such an administrative employee's employment may be terminated by a majority of a quorum of the Board present at a regular or special Board meeting.

Such an administrative employee's resignation may be accepted by a majority of a quorum of the Board present at a regular or special Board meeting.

A resignation, once accepted, may not be rescinded without agreement.

### GRIEVANCE PROCEDURE

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

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

A grievance shall mean a dispute concerning an employee's discipline or termination of employment, or a dispute concerning workplace conditions that affect workplace safety as defined in Board Policy 4340. Only one subject matter shall be covered in any one grievance. A written grievance shall contain:

- 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.

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. 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.

**B. Hearing Before an Impartial Hearing Officer:**

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

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

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

**C. 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 of a quorum present, which shall be final.

### DRUG-FREE WORKPLACE

The Board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is free from alcohol and other drug abuse.

In accordance with Federal Law, the Board of Education prohibits the use, possession, concealment, or distribution of drugs by employees on school grounds, in school or school-approved vehicles, or at any school-related event. Drugs includes any alcoholic beverage, anabolic steroid, dangerous controlled substance as defined by State statute, or substance that could be considered



a "look-a-like" controlled substance. Compliance with this policy is mandatory for all staff members. Any part-time or full-time employee who violates this policy will be subject to disciplinary action, in accordance with due process, up to and including termination. When appropriate or required by law, the District will also notify law enforcement officials.

The District is concerned about any staff member who is a victim of alcohol or drug abuse and will facilitate the process by which he/she receives help through programs and services available in the community. A staff member should contact his/her supervisor or the District Administrator's office whenever such help is needed.

Compliance with this requirement is mandatory.

The use of marijuana and/or products containing tetrahydrocannabinols (THC), other than products expressly excluded from the definition of a schedule drug (hemp-derived CBD oil, etc.), is still prohibited under Wisconsin law and Board policy. Use of such products even in states which have passed state laws permitting usage is still unlawful under Federal law and Wisconsin law and is not an exception to the drug-free workplace policy.

Professional staff members, who use or possess a prescription drug that has been lawfully prescribed to the staff member, and taken in accordance with the prescribed dosage, shall not be deemed to be in violation of this policy. Wherever possible, a staff member should take prescribed medications at home and not bring them to school. Where that cannot be accomplished, any staff member in possession of prescribed medications while at school is responsible for taking appropriate precautions to assure that the drugs remain in the staff member's possession at all times and are taken only in private, out of the view of students. Nothing in this policy shall prohibit the District Administrator from evaluating a staff member's fitness for duty pursuant to Policy 3161 - Unrequested Leaves of Absence/Fitness for Duty.

The District Administrator shall establish whatever programs and procedures are necessary to meet the Federal certification requirements and shall provide these to staff.

### **Use of Resources for Treatment**

The District is concerned about any staff member who is a victim of alcohol or drug abuse and may facilitate the process by which he/she receives help through programs and services available in the community. A staff member should contact his/her supervisor or the District Administrator's office whenever such help is needed.

However, the decision to seek diagnosis and accept treatment for alcohol, illegal drug use, or controlled substance abuse is primarily the individual staff member's responsibility. Any costs associated with treatment in excess of those costs covered by the staff member's medical insurance plan shall be borne by the individual.

### Policy 3122.01 Drug-Free Workplace

## FRAUD AND FINANCIAL IMPROPRIETY

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

A. Fraud and financial impropriety shall include but is not 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.
  9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
  10. failure to provide financial records required by state or local entities;
  11. failure to disclose conflicts of interest as required by law or District policy;
  12. disposing of District property for personal gain or benefit and,
  13. any other dishonest act regarding the finances of the District.
- B. Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

Policy 8900 Fraud

### PROFESSIONAL HOURS/WORKDAY

#### **Normal Hours of Work**

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats. Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period.

#### **Administratively Called Meetings Staff Meetings**

Teachers are required to attend all mandatory administratively called staff, intervention, and curriculum meetings. Administratively called meetings may begin thirty (30) minutes before the normal workday begins or go thirty (30) minutes later than the end of the normal workday. The number of staff meetings shall be established by the Administrator. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend

administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

### **Other Administratively Called Meetings**

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

### **Attendance at School Events**

Teachers are required to attend all mandatory administratively required school events. These events, though not limited by enumeration, may be an open house, music program, art show, curriculum event(s) and/or other District or building events that occur after the normal workday. Teachers shall be given no less than thirty (30) calendar days' notice of such events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the applicable events. All staff is required to attend open house. Attendance at the other events shall be determined by the District and the School Spirit Team, but no employee shall be involuntarily assigned to more than three (3) events in addition to the open house.

### **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.

### **Emergency School Closures**

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

### **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, parent teachers, etc., shall be at the discretion of the Board.

**IX. APPENDIX A:  
PART-TIME EMPLOYEE CALCUATIONS &  
PREPARATORY TIME ALLOTMENTS**

**Full Time (188 days)**

45 = prep minutes/day

435 = instructional minutes/day

45 = prep minutes/day

480 = total minutes/day

225 = prep minutes/week

2175 = instructional minutes/week

225 = prep minutes/week

2400 = total minutes/week

7965 = prep minutes/year

76995 = instructional minutes/year

7965 = prep minutes/year

84960 = total minutes/year

To determine prep time for part-time employee:

45 = X (prep time granted/day)

435 = instructional minutes taught

To determine % of contract for part-time employee:

add minutes taught per week + prep per week

and divide by 2400 minutes (full time minutes/week)

To determine salary for part-time employee:

1. Base salary divided by 188 total contact/contract days = per diem rate pay.
2. 177 student contact days' time % of contract = total student contact days.
3. Total student contact days + 11 contract days (in-services/parent conferences/etc.) = total contact/contract days worked.
4. Total contact/contract days worked times per diem rate = salary.

For teachers who work specific days of the week, but not full time:

1. Use current year approved school calendar
2. Add total number of days worked under specified schedule (i.e. all Monday, Wednesday, and Thursday/student contact days).
3. Add in teacher work days (11) to get total number of days scheduled.
4. Multiply total days worked times per diem salary rate to get the total salary number



## X. EMPLOYEE RECEIPT AND ACKNOWLEDGMENT

I acknowledge that I have received and read the North Lake School District's Employee Handbook for Professional Staff Members and understand the provisions contained herein. I understand that the terms described in the Employee Handbook for Professional Staff Members may be altered, modified, changed, or eliminated by the Board at any time, with or without prior notice.

I further understand that the Employee Handbook for Professional Staff Members and any other provisions contained therein do not constitute a guarantee of employment or an employment contract, express or implied. I understand that my employment is at-will unless governed by my individual employment contract and that my employment may be terminated at any time with or without cause or terminated or not renewed consistent with the terms of my individual contract.

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(Employee Name)

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(Employee Signature)

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(Date)