



# Algoma School District

## Employee Handbook

*Effective 4/6/2017*

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## SECTION 1: PREAMBLE & DEFINITIONS

### 1.01 PREAMBLE/DISCLAIMER

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

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

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* should not be considered all inclusive. Copies of Board Policies are available in each administrative office to all personnel and are on the District website at [www.algomawolves.org](http://www.algomawolves.org). It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Algoma School Board.

### 1.02 DEFINITIONS OF EMPLOYEES

Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.

Seasonal/Summer School Employees: Seasonal and Summer School employees are those who are hired for a specific period of time usually related to the seasonal needs of the District. Both Seasonal and Summer School employees have no expectation of continued employment.

Substitute Employees: Substitute Employees are defined as persons hired to replace a teacher or support staff employee during that employee's absence.

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

Support Staff Employees: Support Staff Employees are those whom the District considers continuously employed, working either a calendar year, school year, or extended school year.

Full-time: An employee who works thirty-five (35) or more hours per week.

Part-time: An employee who works thirty up to thirty-five (30 up to 35) hours per week.

Limited Part-time: An employee who works twenty up to thirty (20 up to 30) hours per week.

Minimal Part-time: An employee who works less than twenty (20) hours per week.

Calendar Year: An employee who works year-round

School Year: An employee who only works on school days when students are present, plus one in-service day.

Extended School Year: An employee who works 235 days in the calendar year.

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

## SECTION 2: EMPLOYMENT LAW

### **2.01 DEFINING AND DELIMITING EXEMPTIONS FOR ADMINISTRATIVE/PROFESSIONAL EMPLOYEES:**

Further information applicable to these items can be found at [www.ecfr.gov](http://www.ecfr.gov)

- A. Exempt employees need not be paid for any workweek in which they perform no work and use no accrued paid leave. See 29 CFR §541.602(a).
- B. Deductions from pay may be made when an exempt employee is absent from work and does not use accrued paid leave for one or more full days for personal reasons, other than sickness or disability. See 29 CFR §541.602(b)(1).
- C. Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with a bona fide plan, policy or practice of providing accrued paid leave for such sickness or disability and where the employee has exhausted such leave. See 29 CFR §541.602(b)(2).
- D. While an employer cannot make deductions from pay for absences of an exempt employee occasioned by jury duty, attendance as a witness or temporary military leave, the employer can offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of the exemption. See 29 CFR §541.602(b)(3).
- E. Deductions from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules. Such suspensions must be imposed pursuant to a written policy applicable to all employees. See 29 CFR §541.602(b)(5).
- F. An employer is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Federal or Wisconsin Family and Medical Leave Acts. Rather, when an exempt employee takes unpaid leave under either Family and Medical Leave Act, an employer may pay a proportionate part of the full salary for time actually worked. See 29 CFR §541.602(b)(5).
- G. Exempt employees who are eligible to accrue sick, personal and other paid leave who take leave for personal reasons or because of illness or injury of less than one work day may have their pay docked when such accrued leave is not used by the employee because:
1. Permission for its use has not been sought or has been sought and denied;
  2. Accrued leave has been exhausted; or
  3. The employee chooses to use leave without pay.
- H. It is the policy of the Algoma School District that improper pay deductions from the salary of exempt employees under the federal Fair Labor Standards Act as specified in board policy, this handbook and 29 C.F.R. § 541.602 are prohibited. Employees are to promptly report any improper pay deductions to the District Office. Employees who have had improper deductions made from their compensation will be promptly reimbursed. See 29 CFR §541.603(d).

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

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

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



District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

**2.03 EMPLOYMENT OF MINORS:** No one under eighteen (18) years of age will be employed without providing proper proof of his or her age. Minors will be employed only in accordance with state and federal laws and District policies.

**2.04 EQUAL OPPORTUNITY:** It is the policy of the District that no person may be illegally discriminated against in employment by reason of their age, race, 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.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities. Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with District policy.

The District encourages informal resolution of equal opportunity complaints. However, a formal complaint procedure is available to address violations of the law at [https://www.eeoc.gov/federal/fed\\_employees/filing\\_complaint.cfm](https://www.eeoc.gov/federal/fed_employees/filing_complaint.cfm)

**2.05 FAIR LABOR STANDARDS ACT (FLSA):** Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the FLSA.

**2.06 FAMILY AND MEDICAL LEAVE ACT (FMLA):** As an employer that is covered by the FMLA, the District has posted the General Notice (Federal and Wisconsin) in the employee breakrooms. The General Notices are also attached to this *Handbook*, or may be viewed at <https://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf> and [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_7983\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf)

**2.07 IMMIGRATION LAW COMPLIANCE:** The District is committed to employing only United States citizens and aliens who are authorized to work in the United States. Therefore, in accordance with the Immigration Reform and Control Act of 1986, employees must complete an I-9 form before commencing work and at other times prescribed by applicable law or District policy. <http://www.uscis.gov/files/form/i-9.pdf>

## SECTION 3: GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

**3.01 DISTRICT EXPECTATIONS:** The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

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

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

**3.02 ACCIDENT/INCIDENT REPORTS:** All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form (available from building secretaries) must be submitted to the District Office within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see Worker's Compensation section.

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

Employees who are unable to report to work shall follow the applicable procedures by calling the District Substitute Coordinator or other appropriate administrator for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for in Skyward. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination.

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

**3.05 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.

### **3.06 CHILD ABUSE REPORTING:**

A. Except as provided under Wisconsin Statute § 48.981, sub. (2m), any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B: school nurse, social worker, professional counselor, school teacher, school administrator, school counselor, child care worker in a child care center, or residential care center for children and youth a child care provider, an alcohol or other drug abuse counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a dietitian, a speech-language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.

B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.

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

A. Electronic Communications:

1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.
2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege which may be revoked at any time.
3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum or District administration. External electronic storage devices are subject to monitoring if used with District resources.

B. User Responsibilities: Network/internet users (students and District employees), like traditional library users or those participating in field trips, are responsible for their actions in accessing available resources. The following standards will apply to all users (students and employees) of the network/internet:

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

3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.
4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.

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

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

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

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

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

1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests) and personal matters relating to hiring students as babysitters, lawn and garden workers, etc. Parent knowledge of this type of personal communication is required.
2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), or for inappropriate personal matters as outlined above, the employee shall not respond to the student using any electronic media except to address a health or safety emergency and shall report to his/her principal on the next school day of said contact.
3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
4. Teachers, coaches, trainers, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility and shall be limited to information about the activity.

5. The employee shall not communicate with any student between the hours of 9:00 p.m. and 7:00 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.

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

E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records. (Electronic Communications Policy 353.5, 353.5 Rule & 353.5 Exhibit A)

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

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

1. Confidentiality of student records.
2. Confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses.
3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
6. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.

H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.

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

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

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

**3.10 CONTRACTS AND CONFLICT OF INTEREST:** No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part. *See Wis. Stats. § 946.13(1)(a) and (b).*

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

**3.12 CRIMINAL BACKGROUND CHECKS/CHARGES/CONVICTIONS FOR ACTIVE EMPLOYEES – OBLIGATION TO REPORT CRIMINAL RECORD:** All District employees shall notify his/her immediate supervisor or administrator as soon as possible, but no more than three calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

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

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including

termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest or indictment shall not be an automatic basis for an adverse employment action. However, if the offense giving rise to the arrest or indictment is substantially related to the circumstances of the employee's job, and if the arrest or indictment relates to a pending criminal charge, the District may suspend the employee. Arrests or indictments for which criminal charges were dismissed shall not be the basis for adverse employment actions. Conviction of a crime shall not be an automatic basis for an adverse employment action. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

- A. the nature and gravity of the offense or conduct;
- B. the time that has passed since the offense, conduct and/or completion of the sentence;
- C. the nature of the position to which the employee is assigned; and
- D. for non-felonious crimes only, the relationship between the offense and the position to which the employee is assigned.

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

**3.13 DELINEATION OF RIGHTS:** Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this *Handbook*/individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. This section does not describe any rights of the employee(s). Accordingly, the employee(s), may not base any charge of a *Handbook* violation under the District's grievance process or any other forum solely on this section. These rights include, but are not limited by enumeration to, the following rights:

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

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

**3.15 DRUG-, ALCOHOL-, AND TOBACCO-FREE WORKPLACE:** The District seeks to provide a safe drug-free workplace for all of its employees.

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

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

C. Drug-Free Awareness Program: The District may establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and (if applicable) employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. 41 U.S.C. § 702(a) (1)

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

E. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules.

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

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



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

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

**3.18 FITNESS FOR DUTY:** The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee and/or the ability of the employee to perform essential functions of the job with or without reasonable accommodation, and consistent the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

**3.19 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.

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

### **3.21 GIFTS AND SALE OF GOODS AND SERVICES:**

A. Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive incidental entertainment, food, refreshments, meals, or similar amenities, that are provided in connection with a conference or similar work-related activity where the employee's supervisor has reviewed the agenda for the conference or other activity and concluded that such incidentals primarily facilitate the employee's attendance at and participation in the activity, and, therefore, primarily benefit the District rather than serving primarily as a personal benefit. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students. **Note:** Immediate family shall have the same definition as that of the Bereavement Leave Section.

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the district office for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to Board Policy for information on conflicts of interest and for gifts and solicitations and § 19.59, Wis. Stats.

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

**3.22 HARASSMENT AND BULLYING:** The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of harassment and bullying. The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

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

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

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

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

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

**3.24 INVESTIGATIONS:**

A. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph "B". Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.

B. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).

C. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

**3.25 LEGAL CUSTODIAN OF RECORDS:** For purposes of applicable public records law, the District's legal custodian is the Superintendent of schools who is vested by the Board with full legal power to render decisions and carry out the district's statutory public records responsibilities.

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

**3.27 NEPOTISM:**

A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to

another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.

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

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

### **3.28 OPERATORS OF DISTRICT VEHICLES, MOBILE EQUIPMENT AND PERSONS WHO RECEIVE TRAVEL REIMBURSEMENT:**

A. Allowances or Mileage Reimbursement: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must undergo an annual driver's license record check. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, trenchers, and golf carts. Mileage reimbursement amounts are set forth in Part 1, Section 7.01. It is expected that employees drive a school vehicle when applicable, and all plan mileage reimbursements should be preapproved by administration.

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

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

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

E. Personal Transportation Utilized for School Use-Car Insurance: Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$500,000 combined single limit (CSL) liability, or \$250,000/\$500,000 bodily injury and \$100,000 property damage. A minimum of private car transportation will be utilized. Employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle. See *Wis. Stats. § 121.555*.

**3.29 OUTSIDE EMPLOYMENT:** Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned

school duties as determined by the District. The School Board expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment.

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

The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.

**3.31 PERSONAL PROPERTY:**

A. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property.

B. Search of Personal Effects [Please see section 3.43 of the *Handbook* for information on the Search of District Property]: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

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

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

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

**3.33 PERSONNEL – STUDENT RELATIONS:** All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or

conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

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

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

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

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

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

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

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

**3.36 SEVERANCE FROM EMPLOYMENT:** An employee's employment relationship shall be broken and terminated by:

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

B. voluntary resignation;

C. retirement;

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

E. failure to return to work following an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer [only applicable to employees where a reemployment process is expressly provided for in other sections of this *Handbook*];

- F. the employee having been on reemployment opportunity status for twelve (12) consecutive months [only applicable to employees where a reemployment process is expressly provided for in other sections of this *Handbook*];
- G. failure to return to work the day following the expiration of an authorized leave of absence; and
- H. Job abandonment.

**3.37 SOLICITATIONS:** Individuals, groups and organizations often wish to solicit employees to support a particular activity or organization. This solicitation may be charitable, political or for other purposes. All solicitations of employees must be approved in advance by the administration and be consistent with Board Policy.

**3.38 STAFF USE OF FORCE TO MAINTAIN STUDENT DISCIPLINE:**

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

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

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

C. Seclusion and Physical Restraint of Students:

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

- b. Directing a student to temporarily remain in the classroom to complete tasks while other students participate in activities outside the classroom.
- c. Briefly touching or holding a student's hand, arm, shoulder, or back to calm, comfort, or redirect the student.

**3.39 TEAMWORK:** Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Some important actions are:

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

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

**3.40 VIOLENCE IN THE WORKPLACE:**

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

B. Definitions as Used Under this Section:

- 1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
- 2. Threat: A communicated intent to inflict physical or other harm on any person or property.
- 3. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
- 4. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.

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

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

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



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

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

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

### **3.41 WELLNESS:**

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

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

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

**3.43 WORK SPACES, INCLUDING DESKS, LOCKERS, ETC.:** Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked except as provided for under section 3.31, subsection B of this *Handbook*.

### **3.44 WORKPLACE SAFETY:**

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

1. Location of fire alarms;
2. Location of fire extinguishers;

3. Evacuation routes; and
4. Whom to notify in case of fire

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

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

1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.

C. Notification of Safety and Health Standards: Section 101.55 of the Wisconsin statutes requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore, the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection. The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance, as described in the Grievance Procedures of this *Handbook* and District policy, to address the workplace safety issues as defined below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See WIS. STAT. § 101.055; Public Employee Safety and Health, available at <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

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

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

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

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

1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
2. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions).
3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
4. The individual(s) filing the grievance must propose a specific remedy.
5. The issue and proposed remedy must be under the reasonable control of the District.

### **3.45 WELLNESS PROGRAM:**

**Mission Statement:** To provide opportunities and access for Algoma School District employees and spouses to engage in, and feel empowered to, maintain or improve their health and wellbeing.

#### A. General

1. To provide financial or other incentives to employees to encourage their participation in a wellness program.
2. To provide support and educational opportunities.
3. A wellness committee will be established with an annual review of wellness programs, the mission statement, and policies.

#### B. Clinical Health

1. Promote health screenings and ongoing wellness support programs.
2. Offer insurance premium discounts for completing biometric screenings or HRA.
3. Encourage regular checkups with a physician.
4. Provide on-site care and some screening services to encourage employee participation (ex: blood pressure, pain and injury consultations, etc).
5. Provide education on ways to reduce cost (ex: in-network providers, generic medications, ER vs. urgent care, etc).
6. Host and promote on-site flu shot clinic.
7. Communicate Telehealth options during enrollment period.
8. Near-site clinics are established with community partners and communicated to staff.

#### C. Physical Well-being

1. Maintain availability of structures such as fitness centers and shower facilities that support physical activity.
2. Regardless of participation in a wellness program, every employee will be encouraged to exercise.
3. Ensure the availability of employee break rooms to store and prepare nutritious foods from home.
4. Provide resources for those looking to reduce or eliminate tobacco or alcohol use.
5. AODA services are promoted to staff.
6. Organize employee wellness events including fitness classes, nutrition and cooking classes to improve physical well-being and social health.
7. Weight management programs will be available, communicated, and managed by the wellness committee and/or on-site nurse.

#### D. Emotional Well-being

1. Self-care resources and videos will be available to virtually access in order to decrease stress, increase positive thoughts, reduce physical and mental frustration, and discover ways to reset or recharge.
2. Employee Assistance Plan is available and will be communicated in at least two formats.
3. Ensure staff access to sensory rooms.
4. Create opportunities for staff social/emotional well-being through a social/emotional learning committee.

#### E. Nutritional Well-being

1. Healthy recipes will be available to all staff virtually to promote nutritious meals at school and at home.
2. Nutrition Counseling will be offered to staff to encourage positive diet and lifestyle changes.
3. Ensure availability of resources for disease prevention through proper nutrition.
4. Encourage participation in staff led nutrition and cooking sessions.

#### F. Financial Well-being

1. Provide availability for all staff to participate in one-on-one financial counseling.
2. Provide on-site financial coaching to encourage employee participation (ex: developing budget, paying off debt, etc.)
3. Provide education through workshops or virtual resources on ways to reduce debt and increase savings (ex: consolidating loans, credit card score checks, etc).

## SECTION 4. GRIEVANCE PROCEDURE

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

#### **4.02 DEFINITIONS:**

A. Grievance: A "grievance" is defined as any complaint that arises concerning discipline, termination or workplace safety.

B. Grievant: A "grievant" may be any employee or group of employees.

C. Day: The term "days" as used in this Section shall mean regularly scheduled workdays, unless otherwise indicated.

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

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

F. Workplace Safety: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:

1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
2. The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).
3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
4. The individual(s) filing the grievance must propose a specific remedy.
5. The issue and proposed remedy must be under the reasonable control of the District.

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

**4.04 GRIEVANCE PROCESSING PROCEDURE:** Grievances shall be processed in accordance with the following procedure:

**Step One - Informal Resolution:** An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting and discussion shall occur within thirty (30) days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievance. The grievant(s) shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant and (if applicable and appropriate) the representative of his/her answer within ten (10) days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file a written grievance.

**Step Two - Written Grievance:** If the grievance is not resolved at Step One, the grievant shall file a written grievance with the immediate supervisor within ten (10) days after the earlier of the following: (1) receipt of the Step One response; or (2) the District's deadline for providing a Step One response (if no response is provided). The written grievance shall include the facts upon which the grievance is based, the issues involved, the *Handbook* provision alleged to be violated and the relief sought. The grievance shall be signed and dated by the grievant. The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the District Administrator.

If the grievant's immediate supervisor is the District Administrator, the grievant shall skip Step Three and proceed directly to Step Four if he/she is not satisfied with response of his/her immediate supervisor at Step Two (or if no answer is provided in the above timeframe).

**Step Three - Appeal to District Administrator:** If the grievance is not resolved at Step Two, the grievant may appeal the written grievance to the District Administrator within ten (10) days after the response at Step Two or if no response is provided within ten (10) days of the deadline for the response. The District Administrator shall meet with the grievant(s) and/or the employee's designated representative and the principal or immediate supervisor within ten (10) days after receiving the written grievance. The District Administrator shall respond to the written grievance within ten (10) days of the meeting or at a later date as determined by the District Administrator if further investigation is warranted. The District Administrator shall indicate in writing the disposition of the grievance and forward it to the grievant and (if applicable and appropriate) the grievant's representative. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the impartial hearing officer.

**Step Four - Appeal to Impartial Hearing Officer:** If the grievance is not resolved in Step Three, the employee must notify the District Administrator, within ten (10) days after receipt of the District Administrator's answer or if no response is provided within ten (10) days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer. The selected impartial hearing officer will be approved by the Board of Education. This step of the process is available only if the alleged violation of District policy or *Employee Handbook* involves discipline, termination, or workplace safety.

If there is a dispute over the timeliness or the ability to use the grievance procedure on the issue, the Administration shall have the discretion to bifurcate the hearing for the purpose of deciding those issues (i.e. address whether the grievance was filed in a timely manner before hearing the merits of the grievance or address whether the content of the grievance is properly before the impartial hearing officer).

**Step Five – Appeal to Board of Education:** If the grievance is not resolved at the prior step, the grievance may be appealed to the School Board within ten (10) days after the decision at the prior step. Either the administration or the grievant may appeal an impartial hearing officer's decision to the Board. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing.

The Board shall render a written decision that affirms, reverses, or modifies the decision of the hearing officer (or, if applicable, of the District Administrator). Such decision shall be rendered in a timely manner and shall be sent to the administration, the grievant, and (if applicable) the grievant's representative. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

**4.05 GRIEVANT'S RIGHT TO REPRESENTATION:** Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing.

**4.06 CONSOLIDATION OF GRIEVANCES:** Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the Administration.

## **SECTION 5. PROFESSIONAL HOURS/WORKDAY**

### **5.01 TEACHERS**

#### **5.01A Normal Hours of Work**

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

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

If a teacher accepts a voluntary assignment during his/her duty free lunch period, he/she will be compensated at the rate of three hundred fifty-seven dollars and fifty cents (\$357.50) per semester.

#### **5.01B Administratively Called Meetings**

Staff Meetings: Teachers are required to attend all mandatory administratively called staff 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 administration shall attempt to provide reasonable notice of all such meetings.

Teachers who are required to attend administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

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

#### **5.01C Attendance at School Events**

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

the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the school event.

### **5.01D 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.

### **5.01E 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. Established yearly calendar will be followed for snow make-up days.

### **5.01F School Calendar**

The school calendar shall be developed by Administrative team and approved by the Board in compliance with Act 257 121.02 (1)(f).

## **5.02 SUPPORT STAFF**

### **5.02A Meal Periods**

All employees working six (6) hours per day or more shall have a thirty (30) minute duty-free lunch period scheduled as close as possible to the midpoint of their workday. Employees who work less than six (6) hours per day and who desire a thirty (30) minute duty-free lunch period should contact their building principal. Arrangements for such lunch periods are subject of the approval of the building principal.

### **5.02B Rest Periods**

All full-time calendar year employees shall have one (1) paid fifteen (15) minute rest break during the first half of each shift and one (1) paid fifteen (15) minute rest break during the second half of each shift. School year and extended school year employees who work more than five (5) hours per day, shall receive one (1) paid fifteen (15) minute rest break per day.

### **5.02C Overtime/Miscellaneous Pay**

1. Employees assigned to work in excess of forty (40) hours per normal workweek shall be compensated at the rate of time-and-one-half (1-1/2) in wages.
2. If work of an overtime nature is required, only the supervisor, school building principal, district administrator, or designee shall authorize the overtime, except in an emergency that could damage district property. When possible, a twenty-four (24) hour notice for overtime work shall be given.
3. A paid leave of absence occurring during the workweek will not be considered as hours worked during the week.
4. Full-time Custodians or janitors asked to perform building checks on Saturdays, Sundays and holidays shall receive overtime pay for each building check. If the schedule cannot be mutually agreed to, then the responsibility shall be assigned on a rotation basis. Additional building checks must be approved by the building principal or supervisor. The employee will be paid for actual hours worked.
5. If it is necessary for an employee to be called to work to open and close a building for an outside activity, he/she shall receive overtime rate.
6. If it is necessary for a full-time employee (40 hours per week) to work on Sundays or holidays for work, he/she shall be paid at the normal overtime rate.

### **5.02D In-Service Training**

Employees who are required to attend in-service training shall be paid at their normal rate for the actual number of training hours attended. If the training requires the employee to travel/stay overnight, the employee will be paid at their normal rate for their travel time to and from the training location.

### **5.02E 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. Employees shall be paid for hours actually worked. Custodial/cleaners/janitors/secretaries will be expected to arrive for their shift as soon as roads are plowed to reasonable condition and fulfill hourly commitment. All other support staff will be given the opportunity to make up missed time for staff development, training, etc. at the discretion of administration.

### **5.02F School Calendar**

The school calendar shall be developed by Administrative team and approved by the Board.

### **5.03 SUBSTITUTE TEACHERS**

Substitute teachers will be paid based on a half day or whole day at the rate of \$120 dollars per whole day. A whole day consists of working more than 4 hours and includes a free lunch in our cafeteria (not including ala carte). Guest teachers that hold a teaching license and are scheduled for 12 consecutive days or more in the same position will be paid \$160 dollars per whole day starting on the first day of the assignment.

## **SECTION 6. PROFESSIONAL GROWTH & EVALUATION**

### **6.01 PROFESSIONAL GROWTH TEACHERS**

#### **6.01A Requirement to Remain Current**

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

Compensation for Credit Costs. Teachers will be reimbursed for college credit costs at a rate of one hundred dollars (\$100) /credit hour for undergraduate courses and one hundred and fifty dollars (\$150)/credit hour for graduate courses. There will be a maximum of five hundred dollars (\$500) paid for courses taken and completed in any given school year or the summer following the school year. Courses for credit reimbursement must be of educational benefit to the district and must be pre-approved by the District Administration before beginning the course. Reimbursement will be payable during the next school year if the teacher is still under contract with the District and provides a transcript for the course(s) taken showing a grade of "B" or better and proof of payment.

#### **6.01B Advanced Degree/Certification Incentive**

The Board recognizes that opportunities may arise for professional staff to earn advanced degrees or new certifications, including National Board Certification. As promoters of lifelong learning, the Board and Administration will offer a \$1000 salary increase to any individual completing an advanced degree or certification program after September 13, 2013, with administrative approval. The increase becomes effective the school year following completion. Since this is a Jan. 2014 incentive in the Teacher Handbook, consideration may be given to anyone starting programs previous to this date. The



program must improve the professional practices of the recipient and, ultimately, student achievement consistent with the Wisconsin Educator Effectiveness System. Thus, administrative evaluations during the time of study in the program and after must indicate improved practice and student achievement for this monetary award to start and be maintained. The Course Notification and Course Reimbursement documents on the X-drive have been modified to reflect this incentive.

**6.01C Course Reimbursement**

Courses must be pre-approved and reimbursement will be payable the following school year providing teacher is still under contract with the District. Teachers must submit before May 1st a transcript for the course(s) completed with an earned grade of “B” or better along with a copy of paid tuition bill to be reimbursed the following September. Teachers will be reimbursed for college credit costs at a rate of \$100 credit hour for undergraduate courses and \$150 credit hour for graduate courses. A maximum of \$500 will be reimbursed for courses taken and completed in any given school year. Courses for credit reimbursement must be of educational benefit to the district.

Transcript submitted	Reimbursement payout
Before May 1 <sup>st</sup>	September <u>same</u> calendar year
After May 1 <sup>st</sup>	September <u>next</u> calendar year

**6.01D Professional Days for Teaching Staff**

All teaching staff will be permitted one (1) day of Professional Leave to attend a conference, seminar, class, or workshop related to his or her area of teaching. This one (1) professional day is in addition to required conferences related to the teaching of specific courses (i.e., CAPP Spring Conference, NWTC Spring Summit) or any conferences mandated by the administration. Any expenses related to said conference must be pre-approved through the district process.

Additional conference days will be counted against an employee’s sick leave (see section 9.02).

**6.02 EVALUATION TEACHERS**

**6.02A General Provisions**

The Board and teachers view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members. Definitions under this section: A. “Day” and “Days”: The words “day” and “days” in this article mean working school days, excluding holidays, weekends, etc. B. “Continuing Teacher”: A continuing teacher is a teacher who has taught more than four (4) years in the District under a full-time regular teaching contract. C. New to the System Teacher: A new to the system teacher is a teacher who has taught less than four (4) years in the District under a full-time regular teaching contract. Part-time teachers remain new for six (6) years in the District.

**6.02B Evaluators**

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

**6.02C Evaluation Process**

**BASIC REQUIREMENTS:**

A. New employees shall be formally evaluated three times per year. New employees are classified as probationary for their first three years of employment.

- B. A continuing employee shall be evaluated annually with a summative evaluation scheduled on a 3 year rotation based on initial employment date.
- C. All observations shall be completed by May 31<sup>st</sup>.
- D. Summative evaluations shall conclude with a conference between the administrator and employee. For teachers, a copy of the educator effectiveness rubric shall be discussed and signed.
- E. Assistance, recommendations, and directives shall, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed. Directed improvements shall be documented and provide a timeline of corrective action.
- F. Copies of the evaluation are held with each building principal with originals placed in personnel file.

#### ACKNOWLEDGEMENT OF RECEIPT AND RESPONSE:

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

*"The signatures do not indicate agreement or disagreement but merely certify that the observation and conference as noted were held and that the opportunity was available for attaching written clarification/objections at the time of signing."*

The response must be initialed by the supervisor.

#### INTENSIVE SUPPORT:

Intensive support is the supervision and evaluation procedure applied to continuing teachers whose performance has not met expectations as of the most recent summative evaluation conference. Intensive support is designed to improve the overall performance of a veteran teacher whose overall performance has not met expectations. Continuing teachers whose overall performance has not met expectations may, at the discretion of the District, receive intensive support or may be non-renewed pursuant to § 118.22, Wis. Stats. If in the District's discretion intensive support is offered, the process shall be as follows:

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

#### SUPERVISION AND EVALUATION OF NEW-TO-THE-SYSTEM TEACHERS:

New-to-the-system teachers shall be subject to the provisions of this subsection for four (4) complete contract years. A new-to-the-system teacher under this paragraph is a teacher who has not taught more than four (4) years under a full-time or part-time regular teaching contract in the District.

A. Professional Development: New-to-the-system teachers will be required to spend up to the hourly equivalent of two (2) work days, prior to the beginning of school, without additional compensation preparing professional and curriculum materials and lesson plans (in addition to being oriented to the District, evaluation practices and general expectations for their assignments)

B. Frequency of Evaluation: New-to-the-system teachers shall be formally observed by the supervisor at least two (2) times each year.

C. New-to-the-system teachers will complete a goal setting plan each year. New to the system teachers who are initial educators covered under Wisconsin Code PI 34 are subject to the provisions set forth below in section F.

#### INITIAL EDUCATOR PROFESSIONAL DEVELOPMENT PLAN:

The individual teacher who holds an Initial Educator License is responsible for developing a Professional Development Plan (PDP). The PDP must demonstrate increased proficiency and professional development based on the Wisconsin Educator Standards. The Initial Educator is also responsible for initiating an annual review of the PDP by the Initial Educator's Review Team (IERT) that is convened by the Initial Educator.

Mentor for Initial Educator and a teacher new to the District (who holds a current Wisconsin teaching license):

- A. An initial educator will be provided a qualified mentor for the first year of employment. Subsequent years will be determined collaboratively by the District and teacher. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contract other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.
- B. If a teacher is selected as a mentor, he/she shall be paid a stipend of six hundred (\$600.00) dollars for the period served as a mentor (from August of the first year through October of the subsequent year) for an initial educator. Mentoring responsibilities and approximate time commitment of forty (40) hours.
- C. A teacher new to the District, but not an initial educator, may also be provided a qualified mentor by the District. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contact other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.
- D. If an employee is selected as a mentor for a teacher who is new to the District but not an initial educator, he/she shall be paid a stipend of four hundred (\$400.00) dollars for the period served as a mentor (from August of the first year through October of the subsequent year). Mentoring responsibilities and approximate time commitment of thirty (30) hours.
- E. A continuing teacher serving as a mentor may request the District assign him/her to a different teacher new to the system teacher and/or be relieved completely from mentor responsibilities. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days of receipt. The District Administrator will grant the request if the District Administrator, in his/her discretion, has a qualified replacement mentor. The present continuing teacher will serve as the mentor until such time as the suitable replacement is found. In the event a mentor is replaced, compensation will be prorated for the period served as a mentor.
- F. The teacher receiving mentoring may request the District to provide a different mentor. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days from receipt.
- G. The District will make a good faith effort to assign an individual mentor for each teacher new to the District; however, a mentor may elect to work with more than one employee.

#### TEACHER LEADERSHIP ROLES:

If the administration creates faculty or department teams or committees, it shall consult with interested teachers to establish the purpose of the team or department, select the team or department head, set objectives and goals for each team, department or committee, and assign each teacher to one or more of the teams, departments or committees. Final decision making authority shall rest with the administration. The District shall pay team, department or committee heads per extra-curricular salary schedule in compensation for his or her duties.

### **6.03 PROFESSIONAL GROWTH SUPPORT STAFF**

#### REQUIREMENT TO REMAIN CURRENT:

All employees shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of employment.

## **6.04 EVALUATION SUPPORT STAFF**

### **GENERAL CRITERIA:**

- A. Open Evaluation: All monitoring or observation of the work performance of an employee shall be conducted openly.
- B. Evaluation - Frequency: New and experienced employees will be evaluated as necessary as determined by the District Administrator or Supervisor.

### **EVALUATION REPORTS:**

- A. Reports shall be based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the employee in a supervisory capability.
- B. Reports shall be addressed to the employee.
- C. Reports shall be written and shall include, when pertinent: Strengths of the employee, weaknesses of the employee, and specific suggestions as to measures which the employee might take to improve the performance.

### **COPIES OF EVALUATION:**

Upon completion of an evaluation, a conference shall be held with the employee for the purpose of reviewing the evaluation. An employee shall be given a copy of any evaluation report, and the evaluation shall be signed by the evaluator and employee. The evaluation shall then be placed in the employee's personnel file. Employees may attach to their evaluations, rebuttals, or their perspectives regarding the evaluation.

## **SECTION 7. TEACHER ASSIGNMENTS, VACANCIES, TRANSFERS, RESIGNATIONS, AND ABSCENCES**

### **7.01 TEACHER ASSIGNMENTS**

Determination of Assignment: Teachers will be assigned or transferred by the District Administrator of the District and/or his/her designee.

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

### **7.02 JOB POSTING**

When a position becomes vacant or a new position is created, notice of such available position shall be posted in District until filled. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications required for the position.

### **7.03 PROCESS FOR FILLING VACANCIES**

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

## **7.04 INVOLUNTARY TRANSFERS**

When the District determines that an involuntary transfer of an employee is necessary, due to the District's inability to fill a vacancy or a new position according to the procedures set forth above may, at its discretion, transfer an employee in the District qualified for the position. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer.

## **7.05 EMPLOYEE RESIGNATIONS**

A. The teacher's individual contract, which is part thereof, shall be considered binding on both parties. Individual contracts are distributed by May 15<sup>th</sup> of each year and due back to building principal by June 15<sup>th</sup>. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:

1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher must give such notice at least ninety (90) calendar days prior to the date the employee desires the severance to occur.
2. It is agreed that liquidated damages are due to the District with the ninety (90) calendar day notice of resignation as follows:
  - a. One thousand dollars (\$1,000.00) if the employee's resignation is effective on or after June 16<sup>th</sup>, but before July 1<sup>st</sup>.
  - b. Three thousand dollars (\$3,000.00) if the employee's resignation is effective on or after July 1<sup>st</sup>, but before August 1<sup>st</sup>.
  - c. Four thousand dollars (\$4,000.00) if the employee's resignation is effective on or after August 1<sup>st</sup>, but before the start of the school year.
  - d. Six thousand dollars (\$6,000.00) if the employee's resignation is effective on or after the start of the school year.
3. Liquidated damages and the ninety (90) calendar day notice requirement would not apply to teachers who do not return their contracts by June 15<sup>th</sup>, or whose resignation is tendered and effective after the end of the school year.
4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.

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

1. Employment transfer of spouse;
2. Illness of employee;
3. Other reasons as determined by the School Board.

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.

C. 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.

## **7.06 TEACHER ABSCENSES AND SUBSTITUTES**

When a regular teacher is to be absent from school and a substitute teacher is needed, it is the responsibility of the teacher to call the designated administrator. 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.

## **7.07 SUMMER SCHOOL ASSIGNMENTS**

When possible, summer school subjects should be made known on or before the May regular school board meeting. All teachers in the District may apply for summer school positions in the same manner as non-District teachers. Employees teaching summer classes shall be given a summer school session contract in accordance with § 118.21, Wis. Stats.

## **7.08 EXTENDED CONTRACTS**

Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers shall be compensated for each of the extended contract days at their individual contracted per diem rates of pay (individual contracted salary amount divided by original contracted days). Days may be scheduled in full or partial day increments.

# **SECTION 8. DISCIPLINE/TERMINATION/NONRENEWAL**

## **8.01 DISCIPLINE/TERMINATION/NONRENEWAL – TEACHERS**

### **8.01A Length of Probationary Period for Teachers**

A. All teachers hired before the 2011-12 school year and after, who possess one of the following licenses: a professional educator license under Wis. Admin. Code PI 34.18; a master educator license under Wis. Admin. Code PI 34.19; a life license under Wis. Admin. Code PI 34.20; or were hired as an initial educator license under Wis. Admin. Code PI 34.17 prior to July 1, 2011 shall serve a three (3) year probationary period from the employee's initial date of hire. Initial date of hire is defined as the employee's most recent date of hire with no break in service.

B. All teachers new to the District hired before the 2011-12 school year and after, who possess an initial educator license under Wis. Admin. Code PI 34.17 at the time of hire shall serve a four (4) year probationary period.

### **8.01B Standard for Nonrenewal for Teachers**

A. Probationary Employee: A probationary teacher may be non-renewed during their probationary period for any reason, and such nonrenewal will not be subject to the grievance provisions of this Handbook. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats.

B. Teacher contracts may be terminated or non-renewed upon a majority vote of the full membership of the Board of Education. All employees are at will employees who may be terminated or whose contracts may be non-renewed for any reason provided that the decision is not arbitrary or capricious, or in violation of any applicable law.

In the event the District Administrator intends to recommend the non-renewal of a teacher's contract, s/he shall comply with applicable statutory non-renewal procedures. No teacher may be terminated or non-renewed solely on the basis of the results of mandatory student examinations.

Any decision to terminate or non-renew a staff member's employment contract shall be subject to review consistent with the Grievance Procedure.

## **RESIGNATION**

A professional staff member may resign in accordance with the terms of his/her employment contract. A resignation, once submitted and accepted by the Board, is final and may not be rescinded without approval by the Board.

### **8.01C Standard for Discipline and Termination**

#### **DEFINITIONS:**

Discipline: A suspension (unpaid or paid), or a written reprimand.

Termination: Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some

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

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

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

### **8.01D Representation**

In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, the employee has the right to request representation.

### **8.01E Disciplinary Materials**

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

### **8.01F Termination of Employment**

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

- A. If the employee is discharged pursuant to the standards for discipline and termination.
- B. If the employee quits his/her employment.
- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
- D. If the employee retires.

## **8.02 DISCIPLINE/TERMINATION/NONRENEWAL – SUPPORT STAFF**

### **8.02A Standard for Discipline**

The Algoma School Board, District Administrator or designee may not suspend or discharge any employee for arbitrary or capricious reasons.

### **8.02B Disciplinary Materials**

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

### **8.02C Termination of Employment**

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

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

## SECTION 9. REDUCTION IN FORCE/LAYOFFS

### 9.01 REDUCTION IN FORCE/LAYOFFS – TEACHERS

#### 9.01A Notice of Reduction

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

#### 9.01B Selection for Reduction Steps

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

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

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

C. Step Three - Selection for Reduction: The District shall select the employee in the affected grade level, department/certification area for nonrenewal.

1. Grade Levels/ Departments/certification area for the purpose of this section shall be defined as:

a. Elementary (PK-6) - Teachers from all buildings will be considered, not just the building in which the nonrenewal is necessary.

b. Middle School and Senior High (7-12) - Teachers will be considered for nonrenewal from within the department (see definition c), below) in which the nonrenewal is deemed necessary. All teachers who teach two or more periods within that department will be considered for nonrenewal.

c. Departments: The term "department" shall mean the subject area in which the teacher taught during the current school year. Examples of departments are math, English, history, science, etc. By enumeration no restriction is placed on the number or types of departments. The number and type of departments is at the discretion of the Board.

2. The District shall utilize the following criteria in order of application for determining the employee for nonrenewal:

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

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

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

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

e. Length of Service of the Employee.

1). Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.

2). Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.

3). Length of Service List: The District will annually produce a length of service list by September 30th. Employees will raise any objections to the proposed length of service list by December 1st.



### **9.01C Reduction in Hours Resulting in Nonrenewal**

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

### **9.01D Reemployment Process**

The reemployment process is solely available to employees non-renewed underneath this section. It does not apply to employees non-renewed based upon performance as set forth in Part II, Section 1.

A. Reemployment Period: Employees non-renewed under this section shall retain the reemployment options set forth herein for a period of twelve (12) months after the employee's last day of work with the District.

B. Reemployment Obligations – Employee: All employees non-renewed under this section shall have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employees on the reemployment list may apply for the vacant position according to the terms of this *Handbook*. The District will post vacancies in accordance with the terms of this *Handbook*.

### **9.01E Termination of Reemployment Opportunities**

Reemployment opportunities shall end should an employee refuse reemployment to a position under Part II of this *Handbook*, except as provided below. Casual or guest teacher work with the District during the reemployment period shall not extend the reemployment period. Employees on the reemployment list may refuse reemployment to positions with a substantially different full-time equivalency (FTE), guest teacher or temporary positions without loss of the ability to apply to the next available position for which the employee is qualified. Employees on reemployment list shall not lose the ability to apply for an equivalent FTE position(s) if they accept a position with a different FTE level, a guest teacher appointment or a temporary appointment, with the District.

### **9.01F Insurance Benefits Following Nonrenewal**

Please see the COBRA section for a full explanation of insurance continuation options.

### **9.01G Accrued Benefits during Reemployment Period**

Non-renewed employees shall suffer no loss of sick leave, or other accrued benefits if rehired. Sick leave days shall not accrue for an employee during the reemployment period.

### **9.01H In-Service and Other Training**

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

## **9.02 REDUCTION IN FORCE/LAYOFFS – SUPPORT STAFF**

In the event that the Board determines to lay off employees within a job classification, the following procedure shall be used.

1. To the extent feasible, the layoff shall be accomplished through normal attrition.
2. If the layoff cannot be achieved through normal attrition, then volunteers in the affected job classification shall be laid off first or reassigned to another position within the job classification if possess proper skills per district determination.
3. If further layoffs are necessary, then temporary, seasonal and/or casual employees shall be laid off.
4. If further layoffs are still necessary, then employees shall be laid off within their job classification based on administration recommendation. Employees who are to be laid off shall be notified in writing as far in advance of the date as possible. This notice may be very short if employee is an aide working with a particular student that leaves the district.
5. Laid off employees may request payment for unused vacation days earned prior to the layoff.

## SECTION 10. COMPENSATION & BENEFITS

### 10.01 PAY PERIODS

DEFINITIONS: The following definitions apply under this section:

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

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

CALENDAR YEAR EMPLOYEES/ADMINISTRATORS/TEACHERS:

These employees will be placed on the twenty-four (24) payroll cycle.

SCHOOL YEAR/EXTENDED SCHOOL YEAR EMPLOYEES:

All employees scheduled to work the school year will be paid based on hours entered in Skyward True Time. Deductions shall be calculated on an eighteen (18) payroll cycle.

PAYROLL DATES:

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

DIRECT DEPOSIT PAYROLL METHOD:

All employees shall participate in a direct payroll deposit plan. Employee will have rights to view check stub in Skyward Employee Access along with earned time-off information. Direct deposit changes may be made after giving thirty (30) calendar day notice in writing.

### 10.02 SALARY

A new employee's salary will be determined based on mutual agreement with the Board.

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

1. The salaried employee's scheduled annual salary divided by the number of contracted days equals the pro-rata daily rate.
2. The pro-rata daily rate divided by eight (8.0) hours per day equals the pro-rata hourly rate.
3. For the purpose of covering another teacher's class, the rate will be the pro-rata daily rate divided by two (2) times the number of periods in the school day.

In the event a teacher is assigned an overload, the overload rate will be four thousand five hundred dollars per year (\$4,500.00). If the overload is for one semester, the overload rate will be two thousand two hundred fifty dollars (\$2,250.00) per semester.

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

When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee's contract, the employee shall be paid at the rate of twenty dollars (\$20.00) per hour. The time frame for completion of the project shall be determined by the employee's immediate supervisor, in his/her sole discretion. The compensation will be paid when the project has been completed and approved by the applicable administrator.

## 10.03 INSURANCE

### 10.03A Eligibility, Commencement, Termination

For purposes of insurance, pertaining to this Section only: Starting July 1, 2021

Teachers and Administrators are eligible for insurance benefits immediately upon hire; no probationary period. If resigning or terminating, benefits will terminate the end of the month of resignation/termination. If the employee has completed the school year, health, dental, & vision benefits will terminate as of August 31 of that year.

Support Staff are eligible for insurance benefits the first of the month after starting employment. If resigning or terminating, benefits will terminate the end of the month of resignation/termination.

Full-Time Calendar Year Support Staff, Full-Time Extended Year Support Staff, Teachers, & Administrators: are eligible for full family health, dental, & vision insurance benefits, ABP, Life, LTD, FSA, COBRA, Liability, Worker's Comp.

Full-Time School Year Support Staff: are eligible for full single health, dental, & vision insurance benefits, Life, LTD, FSA, COBRA, Liability, Worker's Comp.

Part-Time Calendar Year Support Staff: are eligible for prorated family health, dental, & vision insurance benefits, prorated ABP, Life, LTD, FSA, COBRA, Liability, Worker's Comp.

Part-Time School Year Support Staff: are eligible for prorated single health, dental, & vision insurance benefits, Life, LTD, FSA, COBRA, Liability, Worker's Comp.

Limited Part-Time Calendar Year & School Year Support Staff: are eligible for Life, LTD, FSA, Liability, Worker's Comp.

Minimal Part-Time Calendar Year & School Year Support Staff: are eligible for Liability, Worker's Comp.

Substitute, Seasonal, Summer School Employees: are eligible for Liability, Worker's Comp.

Cafeteria Plan Year: For purposes of insurance, pertaining to this Section only, the cafeteria plan year for health, dental, vision, & ABP shall run from July 1 – June 30. Eligible employees must make a written cafeteria plan election upon hire, and/or prior to the beginning of the subsequent cafeteria plan year. Absent a qualifying event (i.e. marriage, divorce, legal separation, birth or adoption of a child, change in child's dependent status, death of a spouse, child, or other qualified dependent), the employee must continue with the chosen option until the end of the cafeteria plan year.

### 10.03B Health Insurance

The board shall provide health insurance to those eligible employees listed above. The insurance carrier(s), programs(s) and coverages will be selected and determined by the Board.

#### PREMIUM CONTRIBUTIONS:

Single Coverage: For employees who are eligible for and select single coverage, the District shall pay no more than eighty-eight (88%) percent not to exceed eight thousand dollars (\$8,000) of the single premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

Family Coverage: For employees who are eligible for and select family coverage, the District shall pay no more than eighty-eight (88%) percent not to exceed eighteen thousand dollars (\$18,000) of the family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

PRORATION OF DISTRICT CONTRIBUTIONS: An employee whose individual contract has an assignment of 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.

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. non-discrimination 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.

### **10.03C Dental Insurance**

The board shall provide dental insurance to those eligible employees listed above. The insurance carrier(s), programs(s) and coverages will be selected and determined by the Board.

#### **PREMIUM CONTRIBUTIONS:**

Single Coverage: For employees who are eligible for single coverage, the District shall pay no more than 88% or five hundred dollars (\$500.00) of the single premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

Family Coverage: For employees who are eligible for family coverage, the District shall pay no more than 88% or one thousand three hundred dollars (\$1300.00) of the family premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

**PRORATION OF DISTRICT CONTRIBUTIONS:** An employee whose individual contract has an assignment of 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.

### **10.03D Vision Insurance**

The board shall provide vision insurance to those eligible employees listed above. The insurance carrier(s), programs(s) and coverages will be selected and determined by the Board. The length of the vision insurance contract is two (2) years.

#### **PREMIUM CONTRIBUTIONS:**

Administrators: The District shall pay 100% of the premium cost at all coverage levels.

Teachers & Support Staff: The employee shall pay 100% of the premium cost at all coverage levels.

### **10.03E Alternate Benefit Plan (ABP) in Lieu of Health Insurance**

The board shall provide an ABP to those eligible employees.

Employees eligible for family insurance may choose, at the beginning of each cafeteria plan year, between:

- A. Participation in the District's health insurance plan, with premiums specified in the health insurance section.
- B. Cash compensation as defined below.

**QUALIFICATION:** The district will require proof of other insurance, or the written guarantee that the employee or any family member that could be covered will not enter the insurance exchange or any government insurance program. The employee will be disqualified if they are on any government insurance state, federal, or insurance exchange and could be covered by the district's insurance. The employee will also be disqualified if they have dependents or a spouse that could be covered if they accepted insurance from the district, but instead choose to be on a government insurance program or the insurance exchange.

Any employee who waives participation in the District group health insurance plan and elects to receive cash compensation in lieu of health insurance may enroll in the group health insurance plan at a later date in the case of a "qualifying event", pursuant to the late enrollment terms, timelines and conditions set forth in the group health insurance contract and the plan's cafeteria rules. The cash compensation payments shall cease effective with the month in which the employee commences participation in the group health insurance plan.

Where both spouses work for the district they are entitled to one family health insurance plan, two single health insurance plans, or one single health insurance plan and one ABP.

**CASH COMPENSATION:** The cash contribution dollar amount shall be equal to eighty-one percent (81%) of the single plan premium amount not to exceed \$6000.00 yearly.

The cash compensation dollar amount shall be divided by twenty-four (24) pay periods to determine the amount per paycheck. An employee whose individual contract has an assignment of 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.

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

**DISCONTINUATION OF ABP BY THE DISTRICT:** The Board may discontinue the cash compensation in lieu of health insurance benefit if any one of the following occur:

A. A change in state or federal legislation that materially reduces the cost of health care (i.e. a universal type health care plan), or

B. The ABP has resulted in an added expense for the District. Where cost is the issue, the District will review the sum of the additional single plan cost valued at the cash compensation rate and compare that cost with the savings resulting from a decrease in family coverage.

Discontinuation Timeline:

October 1: Cost analysis is done.

By November 1: The Association and the Employees are given notice of the discontinuation of the cash in lieu of option.

January 1: Cash in lieu of health discontinues at the beginning of the next cafeteria plan year.

If the Board discontinues the ABP it shall provide an "open enrollment" opportunity for participating employees to enroll in the group health insurance plan.

In the event of discontinuation, the parties can and will reinstitute the plan at any point where the cafeteria rules permit and there is net savings to the District.

### **10.03F Life Insurance**

The board shall provide life insurance to those eligible employees listed above. The insurance carrier(s), programs(s) and coverages will be selected and determined by the Board.

**PREMIUM CONTRIBUTIONS:**

The District shall pay one hundred (100%) percent for term life insurance equal to the next highest one thousand dollars (\$1000) of each eligible employee's salary up to one hundred thousand dollars (\$100,000).

### **10.03G Long Term Disability (LTD) Insurance**

The board shall provide LTD insurance to those eligible employees listed above. The insurance carrier(s), programs(s) and coverages will be selected and determined by the Board.

**PREMIUM CONTRIBUTIONS:**

The District shall pay 100% for long-term disability insurance. The benefits will be equal to 90 percent (90 %) of the employee's monthly wages. Benefits shall begin after 90 consecutive calendar days of disability and continue until the employee is eligible to work, 24 months, or age 65.

### **10.03H Flex Spending Account (FSA)**

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

A. Payment of insurance premium amounts (IRC § 106);

B. Permitted medical expenses not covered by the insurance plan (IRC § 105) to a maximum of two thousand five hundred dollars (\$2500.00) per plan year January 1 – December 31, and

C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

Effective January 1, 2013: An employee may designate, under the flexible reimbursement plan/cafeteria plan, a maximum of two thousand five hundred dollars (\$2,500) of eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) 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).

### **10.031 Consolidated Omnibus Budget Reconciliation Act (COBRA)**

The District's health and dental carrier, pursuant to the Federal COBRA and state law, offers employees the opportunity to remain on the District's health and dental insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.

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 and dental insurance plan, 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";
2. Death of the covered employee;
3. Divorce 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;
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 district's health and dental carrier on time;
2. The employee obtains similar coverage through a different employer;
3. The District terminates its health and/or dental plan;
4. The employee's guaranteed continuation period expires.

The employee or a qualified beneficiary have the responsibility to inform the District of a divorce, or a child losing dependent status under the group health and dental 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.

### **10.03J Liability Insurance**

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

### **10.03K Worker's Compensation**

**COVERAGE & REPORTING RESPONSIBILITIES:** All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the building secretary prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form that is available in each school office and submit to the District Office.

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

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

- A. Injuries because of a self-inflicted wound
- B. Injuries sustained because of an employee's horseplay.
- C. Injuries sustained while an employee does an activity of a strictly private nature.

### **10.03L Health Risk Assessment and Health Survey Assessment**

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

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 heart health assessment. The District may modify the requirements at any time. The Health Survey Assessment is provided by the district health insurance carrier.

B. The district insurance carrier is responsible for the cost of the health risk assessment. The Heart Risk Assessment and the Health Survey Assessment must be completed every year and is the responsibility of the employee to help reduce district insurance costs. Spouses/family are encouraged to participate as well. The Health Survey Assessment will be administered on the same schedule as the Heart Risk Assessment.

C. The eligible employee, including those employees on the Alternative Benefit Plan, will have to select whether to participate in the Health Risk Assessment and Health Survey Assessment on or before November 1st of each school year. Employees with pre-existing medical conditions may be exempt from portions of the Health Risk Assessment based upon certification from the employee's physician that the employee cannot complete that portion of the Health Risk Assessment due to the employee's pre-existing medical condition. The employee is still obligated to complete the other

portions of the Health Risk Assessment and the Health Survey Assessment to help reduce district insurance costs. 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

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

## **10.04 LEAVES**

### **10.04A Sick Leave**

DEFINITIONS: The following definitions apply under this section:

A. 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, verified by medical professionals, 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).

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

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

D. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:

1. Inpatient care in a hospital, nursing home, or hospice.

2. Outpatient care that requires continuing treatment or supervision by a health care provider.

E. Domestic Partner: means a relationship between two (2) individuals that satisfies all of the following:

1. Each individual is at least eighteen (18) years old and otherwise competent to enter into a contract.

2. Neither individual is married to, or in a domestic partnership with, another individual.

3. The two (2) individuals are not related by blood in any way that would prohibit marriage under § 765.03, Wis. Stats.

4. The two (2) individuals consider themselves to be members of each other's immediate family.

5. The two (2) individuals agree to be responsible for each other's basic living expenses.

6. The two (2) individuals share a common residence. Two individuals may share a common residence even if any of the following applies:

1). Only one of the individuals has legal ownership of the residence.

2). One or both of the individuals have one or more additional residences not shared with the other individual.

3). One of the individuals leaves the common residence with the intent to return.

### **SICK LEAVE EARNED:**

A. Full-time Teachers/Administrators/Support Staff Calendar Year Employees: Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of ten (10) days per contract year until 60 days are accumulated.

B. Full-time Support Staff School Year/Extended School Year Employees: Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of eight (8) days per contract year until 60 days are accumulated.

C. Part-time Teachers/Administrators/Support Staff Calendar Year Employees: Will receive paid sick leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works eight (8) hours per day.

D. Limited and Minimal Part-time Support Staff Calendar Year and Part-time School Year/Extended School Year Employees: Will not receive paid sick leave.

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



## SICK LEAVE USE:

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

1. Personal illness, injury or serious health condition of the employee
2. After three consecutive days of absence, a doctor's excuse will be required before returning to work
3. 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) and 115.76(5). (Examples of a disability include: Cognitive disability, learning disability, autism, etc.)
4. Serious health condition of a spouse, child, domestic partner or parent. The number of days underneath this provision is limited to the yearly allotment of sick leave per calendar year (unless the leave qualifies for federal or state Family and Medical Leave Act (FMLA). Year is defined as calendar year which shall be the same as the year defined for the purposes of FMLA.
5. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.

B. Sick leave will be allowed in one (1) hour increments.

C. Employees will be limited to the yearly allotment of sick leave per school year. Each additional absence will require a doctor's excuse and/or administrative approval and could result in discipline, including termination. An absence shall be defined as missing any part of your scheduled work day.

## SICK LEAVE COVID-19:

### **Availability of Leave:**

For COVID-19 related reasons, as more fully specified below, Employees are eligible for full pay for up to a maximum of 10 paid days during the 2020-2021 school year. Employees who have not utilized or exhausted the former FFCRA 80 hours of emergency paid sick leave shall have such leave carried over as District-sponsored COVID-19 Emergency Leave (prorated for hours worked, if less than full-time). The District reserves the right to request appropriate documentation, as permitted by applicable law, confirming a leave request is COVID-19 related prior to granting an employee's request for leave under this Policy.

### **Childcare:**

Staff that need time off to care for a child whose school or place of care is closed due to COVID-19 related reasons must request the time off as unpaid leave. If a staff member is given less than a 48-hour notice of closure, the staff member may utilize one day of Personal Leave or Sick Leave to organize childcare. Staff must provide documentation of school or place of care closure to HR.

If a child is home due to a positive test for COVID-19 or is quarantined due to a close contact with COVID-19, staff may first utilize their unused COVID-19 emergency leave hours at 2/3 pay with the option to make whole with 1/3 Sick Leave. Once the COVID-19 Emergency Leave hours are exhausted, staff must use Sick Leave time for the remaining absence. Staff who no longer have Sick Leave remaining but continue to need time off will be unpaid for such days. Staff must provide documentation to HR from the quarantining school district, advisement from the health department, healthcare provider or our school nurses.

### **Staff Close Contact:**

Staff who are required to quarantine may first utilize their unused COVID-19 Emergency Leave hours. Once the COVID-19 Emergency Leave hours are exhausted staff must use Sick Leave for the remaining absence. Staff who no longer have Sick Leave remaining but continue to need time off will be unpaid for such days. Staff must provide documentation to HR of advisement from the health department, healthcare provider or our school nurses.

**Staff experiencing COVID-19 symptoms, seeking medical diagnosis or receiving a positive diagnosis:**

Staff who are experiencing COVID-19 symptoms, seeking medical diagnosis for symptoms related to COVID-19 or receiving a positive diagnosis of COVID-19 may first utilize their unused COVID-19 Emergency Leave hours. Once the COVID-19 Emergency Leave hours are exhausted staff must use Sick Leave for the remaining absence. Staff who no longer have Sick Leave time remaining but continue to need time off will be unpaid for such days. Staff must provide documentation of positive results, confirmation that employee is experiencing symptoms of COVID-19, or confirmation employee was seen by a healthcare provider to obtain a diagnosis for COVID-19 symptoms from the healthcare provider to HR.

**Working from Home while quarantined:**

Staff may be authorized to work from home if their job duties allow and approved by their supervisor or an administrator while quarantined or caring for a quarantined child. This will be determined on an individual, case-by-case basis in the sole and absolute discretion of the employee's supervisor or an administrator. Any work from home arrangement shall be pre-approved and documented. All work from home arrangements shall be temporary and shall not establish any precedent or past practice by which the District will be bound in the future.

This policy is subject to revision by the District at any time, in its sole and absolute discretion. Leave provided pursuant to this policy may be superseded or replaced by specific COVID-19 leave mandated pursuant to state and/or federal law. The District reserves the right to discontinue this benefit at any time and for any reason, including if other state or federal leave law becomes available.

**SICK LEAVE ACCUMULATION:**

Sick leave will accumulate for full-time and part-time employees to a maximum of sixty (60) days. For employees hired before 2011-12 school year, accumulated sick leave over sixty (60) days will be grandfathered; however, no additional days will be added. These grandfathered sick days can be used as needed until employee's bank of sick leave is depleted below sixty (60) days.

**SICK LEAVE AND LONG-TERM DISABILITY:**

Subject to the terms of the long-term disability insurance policy, the disabled employee may choose to use any or all accumulated sick leave prior to collecting long-term disability insurance benefits. When long-term disability insurance benefits start, payments from sick leave will stop. Any balance of sick leave credited to the employee will be maintained in the employee's sick leave account and available for future use.

**OVERUSED SICK LEAVE:**

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

**REPORTING PROCEDURE – DOCTOR'S CERTIFICATE:**

If at all possible, each employee shall inform his/her supervisor prior to his/her normal daily starting time of his/her need to be absent for one of the reasons stated in the sick leave use section above. Whenever a 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.

**HOLIDAYS DURING SICK LEAVE:**

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

#### SICK LEAVE ANNUAL PAYOUT:

The board agrees to pay \$100 per lost sick day prorated beginning with the 2017-2018 school year. This payout will be processed in July for year-round employees and September for school year and extended school year employees.

**QUALIFICATION:** The employee must have 60 sick days (max) accumulated or be within 60 days after the new sick days are awarded. The year-round employee must be employed by the district on July 30<sup>th</sup> and the school year and extended school year employees must be employed by the district on September 30<sup>th</sup> of the year that the sick days are awarded.

**CALCULATIONS:** The cash compensation will be based awarded sick days minus the number of days to reach 60 sick days (max). For employees grandfathered in that have more than 60 sick days it will be based on awarded sick days minus the number of sick days taken in the previous year. The sick day annual payout will have no bearing on how sick days are banked or recorded.

#### SICK LEAVE PAY-OUT:

For full-time teachers and administrators working in the district for twenty (20) years or more, and who have accumulated sick leave, it will be paid out at fifty (\$50.00) per day upon retirement from the district. The district shall make a non-elective TSA contribution equal to the credited sick leave value during the first payroll period in September following retirement unless the district chooses to make the contribution on or before June 30 in that same year.

For full-time support staff working in the district for twenty (20) years or more, and who have accumulated sick leave, it will be paid out at fifty (\$50.00) per day upon retirement from the district capped at ten (10) days.

### **10.04B Personal Leave**

#### PERSONAL DAYS PROVIDED:

Licensure Holders: Employees shall be entitled up to (1) one day for Initial Educator Licensure/Provisional and (2) two days for Professional/Master Educator/Lifetime Licensure of personal leave each employment year non-accumulative. Employee must notify district office when Professional/Master Licensure has been achieved in order to receive their additional day the following school year. Additional days without pay may be approved per request to the District Administrator.

Full-Time Support Staff: After probation, employees shall be entitled to one (1) day per year for years one thru ten, and two (2) days per year for years eleven and on of personal leave non-accumulating. Additional days without pay may be approved per request to the District Administrator.

Part-time Teachers and Support Staff: Part-time teachers and support staff will receive personal leave without pay at the approval and discretion of the District Administrator.

#### PERSONAL LEAVE DAY RESTRICTIONS:

Personal leave days shall not be used to extend a holiday, vacation, or school recess period. The personal leave day will not be granted during the first or last week of a semester, on a parent-teacher conference day or on an in-service day. All personal leave days must be taken between September and May 1st. Personal leave may only be taken (1) one day per semester. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. Personal leave shall not be used as vacation or to engage in activities for which the employee will receive compensation from any source. Compensation shall not include payment or reimbursement of expenses. 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. Any unused personal leave will be reimbursed at the rate of substitute teacher pay prorated up to two (2) days per year paid on June 15th.

#### APPROVAL OF PERSONAL LEAVE AND TOTAL NUMBER OF EMPLOYEES ON PERSONAL LEAVE:

- A. A request in Skyward shall be made as far in advance as possible, normally not less than five (5) days in advance.
- B. The Administrator, or designee, has the right to approve or disapprove all requests.
- C. No more than two (2) employees per district 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 two (2) employee limit.

## PERSONAL LEAVE INCREMENTS:

Personal leave must be taken in full day increments.

### **10.04C Vacation Leave**

Full-time calendar year support staff working two thousand eighty (2080) hours earn vacation according to the following schedule if hired prior to 7/1/2013:

After completion of 2 - 9 years, 10 days vacation

After completion of 10 – 15 years, 15 days vacation

After completion of 16<sup>th</sup> year and over, 20 days vacation

Full-time calendar year support staff working two thousand eighty (2080) hours earn vacation according to the following schedule if hired on or after 7/1/2013:

Starting Employment, 5 days vacation

After completion of 2 – 10 years, 10 days vacation

After completion of 11<sup>th</sup> year and over, 15 days vacation

Part-Time calendar year support staff employees will earn prorated vacation leave.

Teachers and Limited Part-time/Minimal Part-time support staff do not receive vacation leave.

Employee vacation requests shall be submitted to the employee's supervisor with sufficient notice.

Vacation must be taken in half or whole day increments.

Vacation time for all employees shall be the same as their normal workweek (i.e., an employee who normally works forty (40) hours per week shall be paid for forty (40) hours while on vacation.)

A carry-over of vacation will be allowed for only four (4) months beyond the anniversary date of July 1 and only upon approval of supervisor. If the employee is not able to use the accumulated earned vacation days in the sixteen (16) month period the vacation will be forfeited.

Vacation will be paid out on the employees final check after separation. Vacation will be earned on a pro-rated basis for the purpose of payout.

### **10.04D Jury Duty Leave**

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.

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 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 the check received from serving on the jury to the District Administrator and/or his/her designee. The check will be processed and if there is any mileage due to the employee, a check will be issued. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

#### **10.04E Bereavement Leave**

In the event of a death, a full-time employee shall be allowed one (1) bereavement day with pay. Special consideration in the form of two (2) additional bereavement days with pay may be granted in the event of the death of a spouse, parents, domestic partner, children, and step-relatives & in-laws of the same relationship. With administrative approval additional days may be granted for relationships not listed above. If granted, these days would count against sick leave.

Part-time employees will receive bereavement leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works eight (8) hours per day. Limited part-time and minimal part-time employees may work with their supervisor to request bereavement leave, but it will be unpaid.

#### **10.04F Uniformed Services Leave**

##### **UNIFORMED SERVICES LEAVE OF ABSCENSE:**

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

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

- A. Army, Navy, Marine Corps, Air Force and Coast Guard
- B. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve
- C. Army National Guard and Air National Guard
- D. Commissioned Corps of the Public Health Service
- E. Any other category of persons designated by the President in time of war or emergency

##### **REQUEST FOR UNIFORMED SERVICES LEAVE:**

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

##### **SENIORITY/LENGTH OF SERVICE DURING UNIFORMED SERVICES LEAVE:**

Employees shall continue to accrue length of service for wage/salary increments, if applicable, and all other purposes where length of service is a factor. The employee's absence shall not be construed as a break in service for any purpose. Reemployment rights extend to persons who have been absent from a position of employment because of "service in the uniformed services." "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:

- A. Active duty and active duty for training
- B. Initial active duty for training
- C. Inactive duty training
- D. Full-time National Guard duty
- E. Absence from work for an examination to determine a person's fitness for any of the above types of duty
- F. Funeral honors duty performed by National Guard or Reserve members
- G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). See 42 U.S.C. § 300hh-11(d).

#### **10.04G Family and Medical Leave Act (FMLA) Leave**

Unless in the case of an emergency, the request for FMLA leave should be made as far in advance as possible. The Algoma School District follows the guidelines and procedures of both the Federal and Wisconsin FMLA notices (posted in employee breakrooms and attached to this *Handbook*).

FMLA leave is unpaid leave. Any employee using Wisconsin FMLA leave may choose to substitute any of the employee's accrued paid leave for unpaid FMLA leave. Once the period of Wisconsin leave has expired, any employee using federal

FMLA leave will be unpaid leave. If leave is for personal illness, available sick days may be used until eligible for Long Term Disability Insurance. During FMLA leave, an employee's group health and dental insurance benefits will be maintained, provided that the employee continues to pay required employee premium contributions during the leave. If a required employee contribution is more than 30 days late, the employee's health and dental care coverage will terminate. Additional information regarding premium payments will be provided by the Algoma District Office upon an employee's request for leave.

#### **10.04H Unpaid Leave**

##### **UNPAID MEDICAL LEAVE:**

###### **A. Application Procedures:**

All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The request must be accompanied by a physician's statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits as provided for under the district long term disability coverage. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months. The above total unpaid leave periods may be extended if necessary to comply with state and/or federal law. The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by GINA. Accordingly, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information" includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. An exception to the prohibition outlined in this paragraph is family medical history for situations in which the employee is asking for leave to care for a family member with a serious health condition (e.g., under the Family and Medical Leave Act).

###### **B. Benefits During Leave:**

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

###### **C. Placement upon Return from Leave:**

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

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

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.

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

**D. Failure to Return after Expiration of Leave:**

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

**E. Interaction with Family and Medical Leave Provisions:**

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

**UNPAID NON-MEDICAL LEAVE:**

**A. Application Procedures:**

Employees requesting this benefit must have at least two (2) years of consecutive service with the District. All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose.

**B. Benefits During Leave:**

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

**C. Placement upon Return from Leave:**

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

**10.041 Algoma School District Employee Covid-19 FAQ Response**

**Do I need to complete FMLA paperwork?**

The district is not requiring FMLA documentation specifically for short-term COVID-19 symptoms. However, if the absence involves hospitalization or more than a 2-week absence FMLA paperwork should be requested. For other medical conditions (such as surgery or pregnancy), our usual FMLA policy will remain in effect. Anyone who wishes to

use sick leave for cautionary self-isolation (i.e., underlying medical conditions) should contact Human Resources to explore if FMLA is an option.

### **Can the district prevent employees from traveling?**

The school district can prohibit work-related travel completely, or to certain highly impacted areas. The district cannot prohibit personal travel, but the district will require employees to inform the superintendent of their out of state travel. Employees may be prohibited from working on-site for a period of 14 days after returning or providing a negative Covid test result. During these two weeks, if your job duties allow you to work from home, you can continue to work. If you cannot work from home, you will be required to take these days off of work.

### **When can the district tell employees to stay home?**

If the employee is visibly sick

If the employee is returning from a country with a level 3 travel advisory

If the employee has been in close contact with someone with COVID-19

If the employee is diagnosed as having COVID-19

If the employee has traveled out of state

### **Does an employee have the right to refuse to work out of fear of catching COVID-19?**

No, not unless there is imminent danger. The COVID-19 situation is changing rapidly, but at this point, there is probably not imminent danger unless an employee would be forced to work with someone who has COVID-19 or someone who was in close contact with a person who has COVID-19 within the last 14 days.

### **Can we require employees to work from home?**

Yes, we can offer it as an option, or require employees to work from home.

### **What about employees who can't work from home because the nature of their job requires them to be at one of our facilities?**

These employees can be required to come to work, unless they have COVID-19 or have been in contact with a person who has COVID-19.

## **Algoma School District Employee Covid-19 Action**

### **Screening for COVID-19**

\*Screening is not a medical blood test, it consists of a multiple questions and temperature checks

#### **REQUIREMENTS**

Employees are required to complete a COVID-19 Screening Questionnaire within 48 hours of receipt, if asked, via notification email from the ALGOMA SCHOOL DISTRICT business office. As part of the screening process, it is possible that the ALGOMA SCHOOL DISTRICT will require the employee to take a COVID-19 nasal swab test administered through an ALGOMA SCHOOL DISTRICT health partner to confirm that they are not COVID-19 positive. Outside of the return to work determination described in this handbook, COVID-19 testing samples will only be used in accordance with Wisconsin Department of Health rules and regulations. Access to an individual's test sample and results will be held in a confidential manner by the ALGOMA SCHOOL DISTRICT business office. The testing will be offered at no charge to employees. Employees may elect to opt out of the COVID-19 test.

#### **ACTIONS FOR NONCOMPLIANCE**

Employees who refuse to be screened for COVID-19 may not return to any ALGOMA SCHOOL DISTRICT work location. Supervisors should instruct essential employees who are performing work at ALGOMA SCHOOL DISTRICT work locations and refuse to be screened, or are screened but not cleared, to leave their work location and isolate at home immediately. The supervisor should immediately contact the business office. If any employee does not comply with a



directive to leave their work location or returns to a work location before being cleared, the supervisor should contact the business office.

If, for any reason, an employee fails to complete the COVID-19 Screening Questionnaire, the business office will issue a formal letter to the employee, and the employee will have two (2) calendar days to complete the COVID-19 Screening Questionnaire. After being counseled, employees who fail to comply with screening requirements are subject to unauthorized leave without pay and are subject to disciplinary action, up to and including dismissal.

#### ACTIONS FOR NONCOMPLIANCE

Employees are expected to return to the workplace as instructed. If an employee refuses to return, or returns to the workplace before being cleared, the supervisor should contact the business office. The business office will issue a formal letter of counsel to the employee, and the employee will have two (2) calendar days to return to work. After being counseled, employees who fail to return to their work location are subject to unauthorized leave without pay and are subject to disciplinary action, up to and including dismissal.

#### **Employee Responsibility for Working Safely**

##### REQUIREMENTS

A face mask or cloth face covering will be required everywhere on campus and at other ALGOMA SCHOOL DISTRICT work locations except when in a private office, closed classroom, or outdoor area separated by at least six (6) feet from others. This requirement extends to invited school guests, including, but not limited to visiting students, contractors, and other guests approved by the building principal. Individuals not using a face mask or covering (outside of the exceptions noted above) will be asked to put one on or leave the area to help maintain the safety of our staff and students. While face masks and coverings may provide the wearer with some protection, their primary purpose is to decrease the risk of spreading viruses and other respiratory diseases by protecting those individuals exposed to the wearer, as the wearer may not be showing outward signs of infection. Daily temperature checks and health questions may be performed onsite or via our district health application.

A face mask meant for a health care worker (e.g., an N95 mask) is not necessary, unless the employee is in a setting where there is the potential for direct exposure to a person/persons infected with COVID-19. As this potential for exposure has increased, the district will supply KN95 masks for staff use as supplies allow.

Note that the face mask/cloth face covering is not a substitute replacement for social distancing and proper hand washing.

Washing hands aids in keeping employees healthy and preventing the spread of COVID-19 to coworkers we care about. All employees should adhere to the following CDC recommendations on hand washing:

Wash your hands often with soap and water for at **least 20 seconds** especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.

If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol. Cover all surfaces of your hands and rub them together until they feel dry.

Avoid touching your eyes, nose, and mouth with unwashed hands.

If employees are feeling sick, they must stay home until better, and consult with their physician if necessary.

If employees are experiencing COVID-19 related symptoms or have had prolonged exposure to someone who has tested positive, they are required to report this to their supervisor and the business office, and may not report to work. Employees who test positive for COVID-19 must be cleared by Kewaunee County Health Department, the superintendent, or our local health partner before returning to work.

## ACTIONS FOR NONCOMPLIANCE

If an employee does not comply with a directive for wearing an appropriate face covering in their work location, does not follow physical/social distancing requirements, or otherwise does not comply with requirements for working safely, the supervisor should direct the person to leave the work location immediately, and contact the business office. The employee's behavior may be considered disruptive and under certain policies lead to discipline or dismissal. If the employee refuses to comply or leave the work location, the supervisor should contact the business office.

Employees who exhibit signs of illness at work will be sent home by their supervisor. If any employee does not comply with a directive to leave their work location, the supervisor should contact the business office.

Employees who fail to comply with the working safely requirements are subject to counseling or disciplinary action, up to and including dismissal.

Invited guests who fail to comply with the safety requirements of this policy will be asked to leave school grounds. It is the responsibility of the employee that invites the guest to ensure compliance.

### **Accommodation**

Employees who seek an accommodation through the Americans with Disabilities Act (ADA) shall submit a Request for Reasonable Accommodation Based on Disability Form to the business office. A review of the request and analysis of the identified impairment will determine whether the reported condition meets the criteria of disability under the ADA and whether the accommodation(s) requested is/are reasonable and appropriate.

## RESOURCES

University of Florida COVID-19 Updates  
Americas with Disabilities (ADA) Office  
Employee Assistance Program  
Center for Disease Control and Prevention  
Kewaunee County Health Department

### **Algoma School District Employee Covid-19 Daily Action Summary**

**DO NOT COME TO WORK IF YOU ARE SICK OR HAVE A FEVER OF 100.4 F OR GREATER**

**Employees must wear a mask in accordance with handbook**

**Temperature checks will be completed daily**

**Wash your hands when you enter and leave school grounds**

**Wash your hands often with soap and water for at least 20 seconds**

**Avoid touching your eyes, nose, and mouth with unwashed hands**

## **10.05 HOLIDAYS**

### **FULL-TIME/PART-TIME CALENDAR YEAR SUPPORT STAFF:**

The following days shall be pro-rated paid holidays for calendar year support staff: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday and Memorial Day.

### **EXTENDED SCHOOL-YEAR SUPPORT STAFF:**

The following days shall be pro-rated paid holidays for extended school-year employees: Labor Day, Thanksgiving Day, Christmas Day, Good Friday afternoon and Memorial Day.

## SCHOOL-YEAR/EXTENDED SCHOOL-YEAR SUPPORT STAFF:

The following days shall be pro-rated paid holidays for school-year employees: Thanksgiving Day, Christmas Day, Good Friday afternoon and Memorial Day.

Normally, if a paid holiday falls on a Saturday, the previous Friday shall be considered the holiday.

If the paid holiday falls on a Sunday, the following Monday shall be considered the holiday.

If the holiday falls during an employee's vacation, sick leave or emergency leave, such holiday shall not be counted as vacation, sick leave, or emergency leave.

## 10.06 RETIREMENT

### WISCONSIN RETIREMENT SYSTEM (WRS) CONTRIBUTIONS:

WRS programs are administered by Employee Trust Funds (ETF). The contribution rate is set forth annually by WRS/ETF. The Board agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution. Employees are eligible to participate in this benefit based on the eligibility requirements of WRS at the time of hire. Eligibility requirements and contribution rates can be found at [www.etf.wi.gov](http://www.etf.wi.gov).

### TAX SHELTERED ANNUITIES (TSA):

The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle"). Please contact the District Office if you are interested in this option. All employees working twenty (20) hours or more per week are eligible to participate in this benefit.

## 10.07 POST-EMPLOYMENT BENEFITS (TEACHERS)

### EARLY RETIREMENT FOR TEACHERS HIRED BEFORE JULY 1, 2010:

A. To be eligible for this benefit the teacher must have been hired before July 1, 2010, be a full-time teacher, be at least fifty-five (55) years of age and have a minimum of fifteen (15) years of local experience in Algoma. Beginning with the year 2015-16 school year in order to be eligible for this benefit the teacher must have been hired before July 1, 2010, have a minimum of fifteen (15) years of local experience in Algoma and be age fifty-seven (57).

B. A teacher who elects early retirement must notify the district, in writing, of the intent to retire on or before April 15 of the year prior to the final year of teaching. If requested by said teacher in writing, this notification will be kept confidential until after the date this decision can be rescinded. The board will act on a request to rescind prior to April 15, or as soon as practical, of the final year of teaching upon written request.

### C. Before the 2015-2016 School Year

1. The District shall pay up to \$17,500 or 88% of the base insurance plan, whichever is lower, per year toward health insurance for up to 7 years of early retirement for lowest cost family health insurance plan, or up to \$7,900.00 per year toward the lowest cost health insurance plan for up to 7 years of early retirement for single health insurance.

2. The District shall pay the same dental insurance contributions on behalf of early retirees that are made on behalf of all other teachers.

3. Payment for these coverages by the district shall terminate when the retiree becomes eligible for Medicare.

4. A retiree receiving benefits, who because of other employment, establishes eligibility for unemployment compensation benefits, shall have the amount of the insurance payments reduced by the same amount of unemployment compensation benefits paid by the district as a secondary employer unless the retiree makes full payment to the district.

D. Beginning with the 2015-2016 School Year

1. The District shall pay up to \$17,500 or 88% of the base insurance plan, whichever is lower, per year toward health insurance for up to 4 years of early retirement for family health insurance, or up to \$7,900.00 or 88%, whichever is lower, per year toward health insurance for up to 4 years of early retirement for single health insurance.

2. The District shall pay the same dental insurance contributions on behalf of early retirees that are made on behalf of all other teachers.

3. Payment for these coverages by the district shall terminate when the retiree becomes eligible for Medicare.

4. In the event the early retiree should die, all district payments and liabilities will cease.

5. A retiree receiving benefits, who because of other employment, establishes eligibility for unemployment compensation benefits, shall have the amount of the insurance payments reduced by the same amount of unemployment compensation benefits paid by the district as a secondary employer unless the retiree makes full payment to the district.

POST EMPLOYMENT BENEFIT FOR TEACHERS HIRED FOR THE 2011-12 SCHOOL YEAR AND BEYOND:

A. Eligibility: The following benefit is only available to teachers hired on or after July 1, 2011.

\*For teachers hired during the 2010-2011 school year, all information in the section below applies with the following exception in regards to contribution amount: The district shall contribute five thousand dollars (\$5,000.00) per year for the first five (5) years of employment...the total aggregate district contributions shall be twenty-five thousand dollars (\$25,000.00).\*

B. Post-Employment Health Reimbursement Plan Benefit:

1. Contribution Amount: The district shall contribute three thousand dollars (\$3,000.00) per year for the first five (5) years of employment for each new full-time teacher. Part-time teacher's annual contribution shall be pro-rated based upon the percentage of the employee's full-time equivalency. The total aggregate district contributions shall be fifteen thousand dollars (\$15,000.00). No additional contributions shall be made after the fifth year. This money shall be deposited into a post-employment health reimbursement plan. This money shall be deposited during the month of February following the teacher's entry into the employment classification, and then annually during February for subsequent school years.

2. Vesting Period: Teachers covered by this Article must complete twenty (20) years of full-time equivalent service with the District in order to vest in the benefit described in this Article. Distributions of the benefits after the vesting period are governed by the post-employment health reimbursement plan options at the time of the distribution.

3. Contributions made on behalf of teachers who terminate employment with the District for any reason, including death of the employee, prior to the completion of twenty (20) years of service with the District will be forfeited. Forfeitures attributable to a participant's failure to satisfy a vesting period or a participant's death prior to completion of the vesting period will be used to reduce future Employer Contributions.

C. Operation of the Post-Employment Health Reimbursement Plan

1. The plan may only be used by the former teacher for reimbursement of medical care and/or insurance premiums as defined in IRC section 213(d). Such reimbursements are also subject to the enrollment and eligibility rules of the insurance carrier(s) and the Post-Employment Health Reimbursement Plan vendor.

2. All withdrawals and payments from the Post-Employment Health Reimbursement Plan shall cease when the funds in the plan are exhausted.

3. No Post-Employment Health Reimbursement Plan shall be made available unless the provider of such plan executes a hold harmless provision in favor of the District against any liabilities arising from mistakes of the vendor.
4. Former teachers who wish to secure their own insurance coverage shall, make the full premium payments to the insurance company of their choice pursuant to the terms and conditions of the Post-Employment Health Reimbursement Plan.
5. All fees will be paid by the teacher/participant.
6. The post-employment health reimbursement plan provider shall be agreed upon by the Board.
7. Survivorship Rights for Former Teachers Receiving the Post-Employment Health Reimbursement Plan: Benefits payable to the spouse and/or dependents will not exceed, in combination with those already provided to the former vested employee before his/her death, those that would have been available to the retiree if he/she had survived. Such benefits are subject to the terms and conditions of the Post-Employment Health Reimbursement Plan and applicable Internal Revenue Service Code and rules.

#### **10.08 POST-EMPLOYMENT DENTAL OPTION**

- A. Beginning with the 2017-2018 School Year employees that are at least fifty-five (55) years of age and have a minimum of fifteen (15) years of local experience in Algoma will have the option to purchase dental insurance at the employee's expense to be paid in full by August 15<sup>th</sup> of each year.
- B. Options for the ability to purchase dental insurance by the district shall terminate upon death of the retiree with no benefits extended for spouse or dependents.
- C. A retiree receiving benefits, who because of other employment, establishes eligibility for unemployment compensation benefits, shall have the amount of the insurance payments increased by the same amount of unemployment compensation benefits paid by the district as a secondary employer unless the retiree makes full payment to the district.

DISCONTINUATION OF THE OPTION TO PURCHASE DENTAL INSURANCE BY THE DISTRICT: The Board may discontinue the option to purchase dental insurance benefit if any one of the following occur:

- A. A change in state or federal legislation that materially reduces the cost of health and/or dental care (i.e. a universal type health/dental care plan), or
- B. The option has resulted in an added expense for the District or current employees. Including negative effects on insurance premiums, or
- C. Change in dental providers ability or willingness to provide this option to the district and its retirees.

Discontinuation Timeline:

The option to purchase dental insurance will terminate the following month after board approval.

#### **10.09 MILEAGE**

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available on the X-drive or in the district office. A school vehicle shall be used whenever possible. If a school vehicle is not available, the IRS rate per mile will be paid for the use of one personal vehicle. In the event that there are more than four attendees, mileage may be paid on a second vehicle.

Employees that travel daily between buildings for duties will be compensated an amount equal to the IRS business travel rate per mile times the number of contracted days times two (2). These employees do not need to submit a mileage form and will be compensated in one lump sum on the June 15 payroll.