

School District of Turtle Lake



Employee Handbook

Ref Policies 1213, 3213, 4213, 4231, 6520, 7230, 7540.04, 8305, 8350

Board Adopted 07-08-2026

Table of Contents

District Vision Statement	9
District Emergency Procedures	10
District Structure Flow Chart.....	11
Part I - PROVISIONS APPLICABLE TO ALL STAFF	12
1.01 About this Handbook	13
1.02 Definitions	13
1.03 General Personnel Policies	15
SECTION 2. EMPLOYMENT LAW	15
2.01 Employment of Minors	15
2.02 Equal Opportunity.....	15
2.03 Equal Opportunity Complaints	15
2.04 Fair Labor Standards Act and Wisconsin Administrative Code DWD 274.08.....	15
2.05 Family and Medical Leave.....	15
2.06 Immigration Law Compliance	18
2.07 Harassment and Bullying.....	18
SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS	20
3.01 District Expectations.....	20
3.02 Accident/Incident Reports	20
3.03 Attendance	20
3.04 Child Abuse Reporting and Threats of School Violence Reporting.....	21
3.05 Communications	22
3.06 Confidentiality	25
3.07 Conflict of Interest	26
3.08 Contracts and Conflict of Interest.....	26
3.09 Copyright	26
3.10 Criminal Background Checks	26
3.11 Obligations of Active Employees to Self-Report Information Related to Arrests, Charges, Citations, Convictions, and Other Adjudications of Crimes and Other Offences	27
3.12 District Property.....	28
3.13 Drug-, Alcohol-, and Tobacco-Free Workplace	29
3.14 False Reports.....	31
3.15 Financial Controls and Oversight	31
3.16 Fraud and Financial Impropriety	31

3.17	Gambling	32
3.18	Gifts and Sale of Goods and Services.....	32
3.19	Honesty	32
3.20	Investigations	32
3.21	Licensure/Certification	33
3.22	Operators of District Vehicles, Mobile Equipment, and Persons Who Drive Vehicles for a District Purpose within the Scope of their Employment	33
3.23	Outside Employment	36
3.24	Personal Appearance/Staff Dress Code	36
3.25	Personal Property	36
3.26	Personnel Files.....	37
3.27	Personnel – Student Relations	37
3.28	Physical Examination	37
3.29	Political Activity.....	38
3.30	Position Descriptions	38
3.31	Severance from Employment.....	38
3.32	Solicitations	39
3.33	Student Behavior Policy and Handbook	39
3.34	Employee (Whistleblower) Protection.....	39
3.35	Work Spaces, Including Desks, Lockers, etc.....	40
3.36	Work Made for Hire	40
3.37	Workplace Safety.....	41
3.38	Violence in the Workplace.....	42
3.39	Legal Custodian of Records.....	43
3.40	Breastfeeding	43
3.41	Bulletin Boards	44
3.42	Teamwork	44
3.51	Expectations for Employees Subpoenaed to Testify	44
SECTION 4.	MANAGEMENT RIGHTS.....	44
4.01	Delineation of Rights	44
4.02	Sole Basis.....	45
SECTION 5.	GRIEVANCE PROCEDURE.....	45
5.01	Purpose.....	45
5.02	Definitions	45

5.03	Time Limits.....	45
5.04	Grievance Processing Procedure.....	45
5.05	Grievant's Right to Representation.....	47
5.06	Consolidation of Grievances.....	47
5.07	Group Grievances	47
SECTION 6.	PAY PERIODS	48
6.01	Annualized Payroll Cycle	48
6.02	Payroll Dates.....	48
6.03	Direct Deposit Payment Method.....	48
6.04	Definitions for Payroll Purposes Only	48
6.05	Salary Deferrals –Tax Sheltered Annuities (TSA)	48
SECTION 7.	WORKER'S COMPENSATION	50
7.01	Worker's Compensation Coverage and Reporting Responsibilities	50
7.02	Benefits While on Worker's Compensation.....	50
7.03	Injuries Not Covered by Worker's Compensation.....	51
SECTION 8.	SICK LEAVE.....	51
8.01	Sick Leave Earned	51
8.02	Sick Leave Accumulation.....	51
8.03	Sick Leave Use	51
8.04	Family Medical Leave	51
8.05	Unused Sick Leave and Sick Leave Pay Out.....	52
8.06	Sick Leave and Long-term Disability	52
8.07	Overused Sick Leave	52
8.08	Reporting Procedure	52
8.09	Holidays During Sick Leave	52
SECTION 9.	JURY DUTY LEAVES	52
9.01	Jury Duty Leave.....	52
9.02	Employee Notice.....	52
9.03	Payment for Time Out on Jury Duty.....	52
SECTION 10.	BEREAVEMENT/EMERGENCY LEAVE	53
SECTION 11.	UNIFORMED SERVICES LEAVE.....	53
11.01	Uniformed Services Leave of Absence.....	53
11.02	Seniority/Length of Service during Uniformed Services Leave	53
11.03	Request for Uniformed Services Leave	54
11.04	Returning to Work after a Uniformed Services Leave	54

11.05	Wages/Salary During Uniformed Services Leave	55
11.06	Benefits during Uniformed Services Leave	55
SECTION 12.	UNPAID LEAVES OF ABSENCE	56
12.01	Medical Leave.....	56
12.02	Child Rearing Leave (Non-FMLA)	57
12.03	Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons or Professional Study	58
SECTION 13.	BENEFITS APPLICABLE TO ALL REGULAR EMPLOYEES	59
13.01	Cafeteria Plan/Flexible Spending Account	59
13.02	Dental Insurance	59
13.03	Health Insurance	59
13.04	Liability Insurance	59
13.05	Life Insurance	59
13.06	Long-Term Disability	60
13.07	Wisconsin Retirement System (WRS) Contributions.....	60
13.08	Alternate-Benefit Plan [ABP] in Lieu of Health Insurance.....	60
13.09	COBRA Law Continuation of District Health Plan Participation	61
SECTION 14.	WORK STOPPAGE.....	62
SECTION 15.	CONFORMITY TO LAW	62
Part II – STAFF WITH INDIVIDUAL CONTRACTS UNDER 118.22 WIS. STATS. AND PROFESSIONAL/EXEMPT NON-SUPERVISORY EMPLOYEES		63
SECTION 1.	DISCIPLINE, TERMINATION, AND NONRENEWAL.....	64
1.01	Standard for Nonrenewal for Teachers	64
1.02	Length of Probationary Period of Teachers	64
1.03	Standard for Discipline and Termination.....	64
1.04	Benefits during Probation	64
1.05	Benefits for Non-probationary Employees	64
1.06	Representation	64
1.07	Disciplinary Materials.....	65
SECTION 2.	PROFESSIONAL HOURS/WORKDAY	65
2.01	Normal Hours of Work	65
2.02	Emergency School Closures	65
2.03	School Calendar	65
SECTION 3.	PROFESSIONAL GROWTH	65
3.01	Requirement to Remain Current	65

SECTION 4.	TEACHER SUPERVISION AND EVALUATION.....	66
4.01	General Provisions	66
4.02	Evaluators	66
4.03	Evaluation Process	66
7.01	Worker's Compensation Coverage and Reporting Responsibilities	68
5.02	Employee Resignations.....	68
5.03	Teacher Absence and Substitutes.....	70
5.04	Event Supervision	70
5.05	Summer School Assignments	70
5.06	Extended Contracts	70
5.07	Staff In-Service Presentations – In District.....	70
SECTION 6.	REDUCTION IN FORCE, POSITIONS & HOURS	70
6.01	Reasons for Reduction in Force.....	70
6.02	Notice of Reduction	70
6.03	Selection for Reduction	71
6.04	Selection for Reduction – Steps.....	71
6.05	Reduction in Hours Resulting in Nonrenewal	71
6.06	Reemployment Process.....	72
6.07	Termination of Reemployment Opportunities	72
6.08	Insurance Benefits Following Nonrenewal.....	72
6.09	Accrued Benefits during Reemployment Period	72
SECTION 7.	PROFESSIONAL COMPENSATION	72
7.01	Salary Level	72
7.02	Initial Salary Level Placement	73
7.03	Curriculum Planning Projects	73
7.04	National Board Certification.....	73
7.05	In-Service and Other Training	73
7.06	Reading Certification (#316)	73
7.07	Master’s Degree	74
SECTION 8.	INSURANCES	74
8.01	Dental Insurance	74
8.02	Health Insurance	74
8.03	Liability Insurance	75
8.04	Life Insurance	76
8.05	Long-term Disability.....	76

8.06	Wisconsin Retirement System (WRS) Contributions	77
SECTION 9.	OTHER EMPLOYMENT BENEFITS	77
9.01	Personal Days Provided	77
9.02	Unused Personal Days	77
9.03	Personal Leave Day Restrictions	77
9.04	Approval of Personal Leave and the Total Number of Employees on Personal Leave.....	78
9.05	Personal Leave Increments	78
9.06	Sick Leave.....	78
9.07	Accumulated Sick Leave	78
9.08	Unused Sick Leave	78
9.09	Overused Sick Leave	78
9.10	Post Retirement.....	78
Part III – NON-EXEMPT SUPPORT STAFF WITHOUT INDIVIDUAL CONTRACTS		
	UNDER 118.22 OR 118.24 WIS. STATS.	80
SECTION 1.	DISCIPLINE AND DISCHARGE	81
1.01	Standard for Discipline and Termination.....	81
1.02	Representation	81
1.03	Disciplinary Materials.....	81
SECTION 2.	HOURS OF WORK AND WORK SCHEDULE	81
2.01	Letter of Assignment	81
2.02	Regular Workday and Starting and Ending Times	81
2.03	Regular Work Week	81
2.04	Part-time Employees.....	82
2.05	Additional Hours and Overtime - Approval and Assignment.....	82
2.06	Lunch Period.....	82
2.07	Breaks	82
2.08	Electronic Time Recording of Hours Worked	82
2.09	Emergency School Closings	82
2.10	Call-In Pay	83
2.11	Attendance at Meetings	83
2.12	Unpaid Time Off.....	83
SECTION 3.	REDUCTION IN FORCE, POSITIONS & HOURS	83
3.01	Reasons for Reduction in Force	83
3.02	Notice of Reduction	83

3.03	Selection for Reduction	83
3.04	Reduction in Hours	84
3.05	Selection for Reduction – Steps.....	84
3.06	Insurance Benefits.....	84
3.07	Accrued Benefits.....	84
SECTION 4.	ASSIGNMENTS, VACANCIES AND TRANSFERS	84
4.01	Determination of Assignment	84
4.02	Job Posting.....	85
4.03	Interviews.....	85
4.04	District Ability to Select the Most Qualified Applicant	85
4.05	District Ability to Determine Job Description	85
4.06	Involuntary Transfers.....	85
SECTION 5.	PAID VACATION.....	85
5.01	Notice.....	85
5.02	Calendar Year (two hundred and sixty (260) scheduled work days) Full-Time Employees.....	85
5.03	School Year Full-Time Employees and Part-Time Employees	86
5.04	Scheduling of Vacation.....	86
5.05	Unused Vacation (carry over) Full-Time Calendar Year Employees.....	86
5.06	Payment upon Termination/Transfer to a Position Not Eligible for Vacation.....	86
5.07	Holidays during Vacation	86
SECTION 6.	EMERGENCY DAYS	86
6.01	Part-Time Employees (less than 30 hours per week).....	86
SECTION 7.	HOLIDAYS	86
7.01	Holidays Defined	86
7.02	Holidays Falling on Weekends	87
7.03	Holidays during Vacation	87
7.04	Eligibility for Holiday.....	87
SECTION 8.	WAGE COMPENSATION AND EXPENSES	87
8.01	Wage Schedule	87
8.02	Uniforms	87
8.03	Expenses	88
SECTION 9.	JOB-RELATED TRAINING AND LICENSURE.....	88
9.01	In-Service Training.....	88
SECTION 10.	EMPLOYEE EVALUATIONS	88

10.01	Evaluation	88
10.02	Procedures and Instruments	88
10.03	Frequency.....	88
10.04	Receipt of Evaluation.....	88
10.05	Comments, Disputes	88
10.06	Evaluators	88
SECTION 11.	RESIGNATION FROM EMPLOYMENT	88
11.01	Notice of Termination of Employment.....	88
SECTION 12.	INSURANCES	88
12.01	Dental Insurance	88
12.02	Health Insurance	89
12.03	Liability Insurance	90
12.04	Life Insurance	90
12.05	Long-Term Disability	90
12.06	Wisconsin Retirement System (WRS) Contribution	90
SECTION 13.	OTHER EMPLOYMENT BENEFITS.....	91
13.01	Unused Sick Leave and Sick Leave Payout.....	91
EMPLOYEE ACKNOWLEDGMENT		92
APPENDIX A	FSLA Requirements/Compensatory Time	93
APPENDIX B	Employment Posters	94
APPENDIX C	Deductions from Pay	99
APPENDIX D	FMLA Posters and Request Form	100

SCHOOL DISTRICT OF TURTLE LAKE

VISION STATEMENT

To foster a culture of excellence where every person belongs, learns, and succeeds.

District Emergency Procedures

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

An announcement will appear on the District's web page (<http://www.turtlelake.k12.wi.us>).

Local television and radio stations will also be notified as soon as practicable.

Television: Channel 4 – WCCO (Minnesota)
Channel 5 – KSTP (Twin Cities)
Channel 9 – KMSP (Minnesota)
Channel 11 – KARE (Twin Cities)
Channel 13 - WEAU (Eau Claire)

Radio Stations:

WJMC - (1240 AM – 96.1 FM) Rice Lake
WAQE – (1090 AM – 97.7 FM) Rice Lake
WXCE - (1090 AM) - Amery
WCCO - (830 AM) – Minnesota
WAXX – (104.5 FM)
WAYY – (790 AM)
I-94 – (94.1 FM)
WKFX – (99.1 FM) Rice Lake

It is important to tune into these stations if the weather is questionable. Please only call the school when it is an emergency or to give specific instructions regarding a student. Never call the broadcast stations. The phone lines need to be kept open for emergency calls.

Employees are encouraged to monitor these TV and radio stations.

Security

In case of an emergency call:

During School Hours: PK-5 Principal

6-12 Principal

Office Secretary

After School Hours: PK-5 Principal (Troy Wagner) at (920) 889-1322

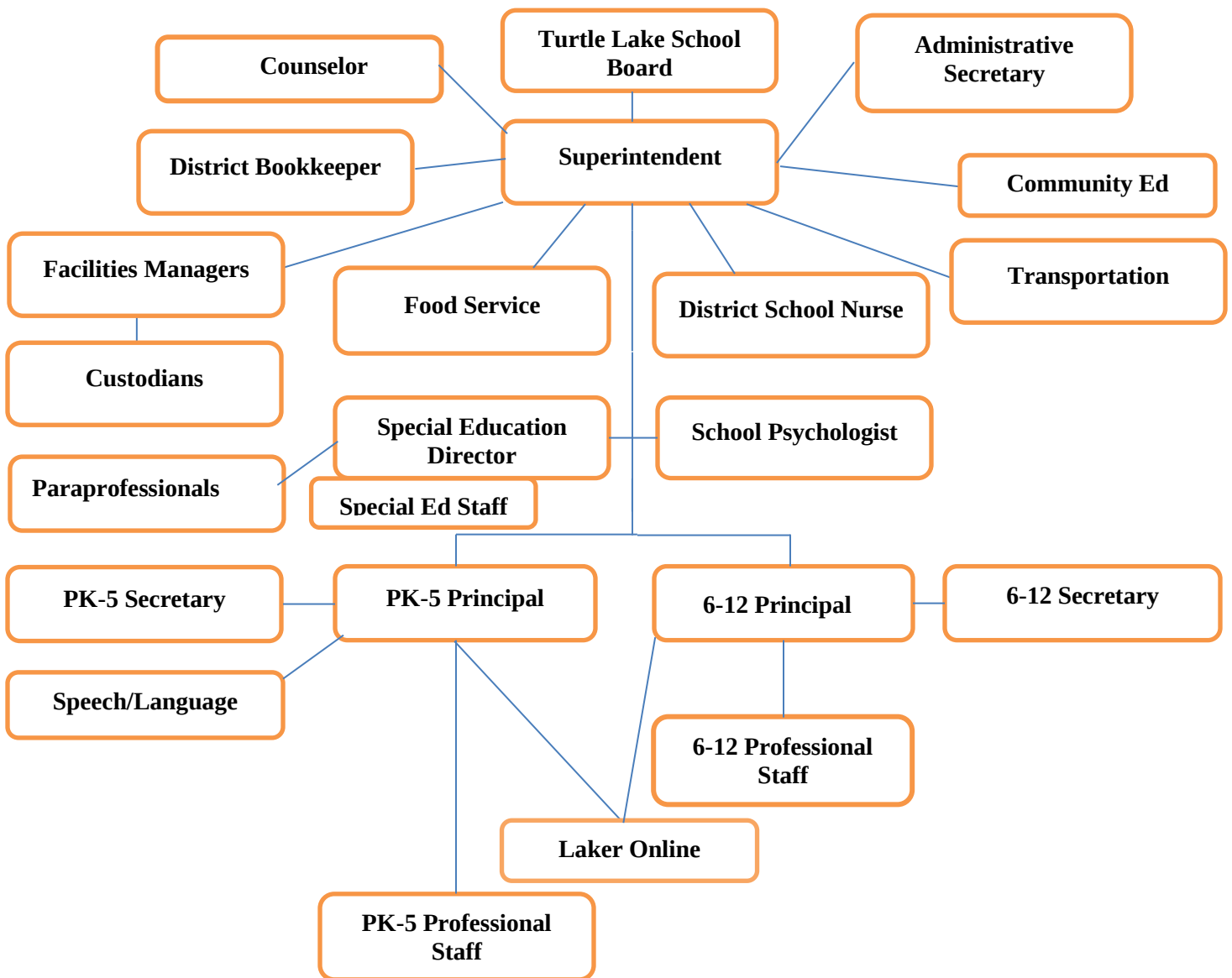
6-12 Principal (Jason Hinze) at (715)-931-7986

District Administrator (Shelly Bauer) at (507) 469-5516

Buildings and Grounds (Corey Daniel) at (715) 641-0657

or (Tina Becker) (715) 296-8086

District Structure Flow Chart



Part I



Provisions Applicable To All Staff

SECTION 1. PREAMBLE AND DEFINITIONS

1.01 About this *Handbook*

- A. Employees Covered: This *Handbook* is provided as a reference document for the Turtle Lake School District's (hereinafter referred to as "District") Certified Staff and Support Staff employees.
- B. 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 and Administrative Regulations are available in the District's administrative office to all personnel. 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 District's School Board.

1.02 Definitions

- A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. Casual Employees: Casual Employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.
- C. Discipline: "Discipline" is defined as a suspension [unpaid or paid], or a written reprimand. In addition, an employee who is involuntarily transferred or demoted due to poor performance and suffers a loss of wages, hours or other fringe benefit as a result of such transfer or demotion may also contest the transfer or demotion as discipline.
- D. Support Staff Employees: Support Staff Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
 - 1. Regular Full-time Employee: Regular full-time employees are defined as those who work thirty hours (30) per week per year.
 - 2. Regular Part-time Employee: Regular part-time employees are defined as those who work fewer than thirty (30) hours per week per year.
 - 3. School Year Full-time Employee: School year full-time employees are defined as those who work thirty (30) hours per week during the school year.

4. School Year Part-time Employee: School year part-time employees are defined as those who work fewer than thirty (30) hours per week during the school year. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.
- E. Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A summer school employee is defined as an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.
 1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.
 2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
 3. Seasonal employees performing non-exempt duties shall be paid in accordance with the district approved rate.
- F. Substitute Employees: Substitute Employees are defined as persons hired on a limited basis to replace a regular employee during the regular employee's leave of absence or for specific projects for a specific length of time. Long term substitutes are those teacher substitutes that work over 20 (twenty) consecutive days in any one classroom situation. A substitute/temporary employee has no expectation of continued employment.
- G. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.
- H. Teacher: Teachers are defined as persons hired under a contract under § 118.21, Wis. Stats.
- I. 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 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, 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.
- J. Temporary Employees: "Temporary Employees" are defined as persons hired for a specific project for a specific length of time. This definition includes summer school and seasonal employees as defined in paragraph "E." A temporary employee has no expectation of continued employment.
- K. 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.

1.03 General Personnel Policies

This *Employment Handbook* will supersede the provisions set forth in District employment related policies.

SECTION 2. EMPLOYMENT LAW

2.01 Employment of Minors

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

2.02 Equal Opportunity

The District is committed to equal employment opportunity in its personnel practices. Hiring and administration shall be conducted so as not to illegally discriminate against any applicant or employee on the basis of their age, race, creed, religion, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, gender identity, transgender status, 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, 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, gender identity, transgender status, or according to District policy. The District shall also accommodate the religious practices of an employee to the extent required by law.

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

Requests for accommodations from current employees must be made in accordance with District policy.

2.03 Equal Opportunity Complaints

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District.

2.04 Fair Labor Standards Act and Wisconsin Administrative Code DWD 274.08

For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage is found in Appendix A. Notification of rights under the FLSA is set forth in the employment poster section in Appendix B. Information regarding what pay deductions are allowed under the FLSA is found in Appendix C.

2.05 Family and Medical Leave

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

- The federal Family and Medical Leave Act (FMLA)
- The Wisconsin Family and Medical Leave Act (WFMLA)

- The Wisconsin Bone Marrow and Organ Donation Leave law

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

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

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

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

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

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

Information concerning family and medical leave rights under the Wisconsin Family and Medical Leave Act will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at:

https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf. This notice is also included as Appendix D of the Handbook.

Information concerning leave rights under the Wisconsin Bone Marrow and Organ Donation Leave law will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at:

https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_18114_p.pdf. This notice is also included as Appendix D of the Handbook.

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

Pursuant to the established procedures described above, employees are expected to provide the District with reasonable notice of the need for leave, and this notice should be provided in advance of the need for leave whenever possible. Reasonable notice is normally at least thirty days (30) days prior to the date the leave is to begin, except that when 30 days' notice is not practicable (e.g., because the need for leave could not reasonably have been foreseen or planned for that far in advance), notice should be given as soon as possible and practical under the circumstances. In most circumstances, when an employee becomes aware of a need for leave fewer than 30 days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next business day after becoming aware.

- C. Eligibility Determinations: To the extent required by any applicable state or federal law or regulation, upon the District's receipt of an employee's request for such leave, or once the District becomes aware that an employee's need for leave is for a reason that may qualify under any of the types of leave being addressed in this section of the Handbook, the District will:
1. Notify the employee if he or she is eligible for leave and, if eligible for leave under the federal FMLA, provide a notice of rights and responsibilities under the federal FMLA.
 2. Notify the employee of the reason for ineligibility or denial of leave, if such a determination is made.
 3. Notify the employee if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.
- D. Return to Work and Reinstatement
1. Generally. Upon the conclusion of a period of state and/or federal leave, and assuming the employee's leave did not exceed his/her relevant statutory entitlement(s), the District's normal procedures for restoring an employee to the same or an equivalent position are as follows:
 - i. If the employment position that the employee held immediately before starting the statutory leave still exists, but is either vacant or is being performed by a temporary substitute, the employee returning from statutory leave will be restored to his/her former position.
 - ii. If the employment position that the employee held immediately before starting the statutory leave still exists but is not available, as described in the previous sub-section, then the employee returning from statutory leave will be reinstated to an equivalent position, as defined by applicable law. In general, positions are considered equivalent if they have substantially similar duties and equivalent compensation, benefits, working shifts, hours of employment, and other relevant terms and conditions. In addition:
 1. A licensed employee will not be required to accept a position that requires the employee to obtain additional licensure.
 2. An employee returned to an equivalent position will not be involuntarily assigned to a worksite that involves a significant increase in commuting time or distance.
 - iii. As further outlined above within these procedures, an employee returning to work from federal leave attributable to his/her own serious health condition may be required to provide a fitness-for-duty medical certification as a condition of reinstatement.
 - iv. To the extent consistent with applicable laws, an employee's present ability to perform the essential functions of a position, with or without reasonable accommodations related to a qualifying disability, may affect the normal reinstatement procedures.
 2. Limitations on reinstatement rights. As further provided by applicable laws and regulations, an employee returning from statutory leave is not entitled to any employment benefit or any employment position to which the employee would not have been entitled had he/she not taken statutory leave. Accordingly, employees taking state and/or federal leave may be affected by, for example, terminations, reductions in hours/positions, transfers, reassignments, and changes in benefits that would have occurred regardless of the statutory leave.
 3. Early return to work. If circumstances change and an employee determines after beginning a period of statutory leave that the amount of leave originally anticipated is no longer necessary, the employee shall notify the District of the changed circumstances as

soon as practicable. In most cases, it will be reasonable and practicable for the employee to provide such notice within two (2) business days of the date the change in circumstances is known and reasonably in advance of the revised return-to-work date.

4. Failure to return to work. If an employee does not return to work at the conclusion of a period of protected statutory leave, and if the employee has neither resigned nor appropriately arranged for a continued absence from work on a District-approved basis (e.g., by arranging for some form of approved leave), the employee may be subject to immediate termination or other disciplinary action.
5. Extended leave at the end of academic terms. To the extent permitted by federal statutes and regulations, the District reserves the discretion to delay an instructional employee's (as defined under federal regulations) return to work from a period of federal leave through the remainder of the current academic term. The federal authority to exercise such discretion depends on the specific reason for the leave, the timing of the employee's leave, and the timing of the employee's proposed return to work. Such discretion does not apply when the leave that was being used immediately preceding the employee's return to work also counted as a period of state leave. For purposes of this provision, the school district's "academic terms" are the grading term that ends closest to December 31st, and the end of the grading term that marks the start of the summer recess period.

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

2.06 Immigration Law Compliance

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

2.07 Harassment and Bullying

- A. Policy Statement: The District is committed to providing fair and equal employment opportunities and to providing a professional work and **student learning** environment free of all forms of harassment and bullying, **including but not limited to, those prohibited by Wisconsin Criminal Statutes (See, e.g. Wis. Stats. 947.013 and 947.0125).**
- B. 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:
 1. Unwelcome sexual advances, comments or innuendos;
 2. Physical or verbal abuse;
 3. Jokes, insults or slurs directed toward the protected groups set forth 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*);
 4. Taunting based on personal characteristics described above in section 2.02; and/or

5. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.
- C. **Bullying:** is defined as systematic or repeated infliction (or attempted or threatened infliction) of physical harm or psychological/emotional distress on one or more students, staff, or other persons. It involves purposeful or intentional written, spoken, nonverbal, or physical behavior, including but not limited to any threatening intimidating, insulting, or dehumanizing conduct, gesture, communication that has the effect of doing any of the following:
 1. Substantially interfering with any employee's work or a student's education;
 2. Substantially interfering with a person's ability to participate in or benefit from any school activity or program;
 3. Endangering the health, safety, or property of the target(s) of the behavior;
 4. Creating a threatening, intimidating, hostile, or offensive environment within any District school, activity or program; or
 5. Substantially disrupting the orderly operation of the school.
6. "Cyber-bullying" is defined as bullying that involves the use of digital technologies, including but not limited to, e-mail, cell phones, text messages, instant messages, chat rooms, and social media (e.g., Twitter or Facebook). Cyber-bullying is prohibited and treated the same as all other types of bullying.

Bullying is deliberate/purposeful conduct, but intent/purpose may properly be inferred from the totality of the circumstances (e.g., where the behavior is persistent/repeated or where the responsible party reasonably should have been able to foresee the consequences of his/her actions and the manner in which his/her conduct would be likely to be perceived by the target(s) of the conduct).

Bullying can involve direct interaction between the aggressor-bully and the target(s), or it can be indirect (such as orchestrating others to engage in acts of bullying, facilitating bullying conduct by others; etc.).

Not all behaviors that (1) hurt another person's feelings; (2) are a manifestation of an interpersonal conflict; or (3) are in some way unkind amount to acts of bullying. However, such negative behaviors are still a legitimate subject of concern and regulation within the school environment. Further, it shall be a goal of the District's workplace and educational programs to help staff, students and others recognize and acknowledge that even one-time instances of, for example, name calling, negative teasing, put-downs, or excluding others (when inclusion was readily possible) are inappropriate and problematic for a number of reasons.

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

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

SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 District Expectations

The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board policies, 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. Employees are expected to carry out the instructions and directives of supervisors and to refrain from insubordinate conduct toward a supervisor. 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 relevant employment expectations. Other expectations may be found in 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 must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation section of this *Handbook*.

3.03 Attendance

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

Employees who are unable to report to work shall follow the applicable procedures for reporting their absence. Any time spent not working during an employee's scheduled day must be accounted for in using the appropriate reasons as defined in the *Leaves* section of this handbook. The District may 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. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

Employees who fail to provide adequate notice of tardiness using the notification procedures outlined above, and incur instances of unexcused tardiness as a result, will be subject to discipline up to and including discharge. "Tardiness" is defined as failing to report to work at the scheduled start time of an employee's shift or workday, including failing to report back to work on time after a scheduled lunch or break period, without having preapproval to report late from an immediate supervisor. Tardiness may also include any instances where an employee has punched in at the start of his or her scheduled shift or

workday, but who is not prepared to actually begin working at that time. An employee who incurs three (3) unexcused instances of tardiness without providing adequate notice to the district in any week period may be terminated for excessive tardiness.

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

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

3.04 Child Abuse and Threats of School Violence Reporting

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. At all times, school employees shall make the report to county child protective services or law enforcement personnel as quickly as possible. Any delay is not in the best interests of the child and is not consistent with District policy.
- B. A person required to report shall immediately inform, by telephone or in person, the applicable District administrative personnel and the county department or, in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police 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.
- C. District employees, including administrators, may not attempt to delay, modify, or prevent any report of suspected or threatened child abuse or neglect. School personnel are not responsible for investigating child abuse or neglect reports or for proving that abuse or neglect has occurred or will occur. Investigating child abuse and neglect reports is the legal responsibility of trained county child protective services and/or law enforcement personnel.
- D. If a report is made Monday-Friday from 8:00 a.m. – 4:30 p.m., the reporting individual shall call the Barron County Department of Health & Human Services at (715) 537-5691. During evenings and weekends, the reporting individual shall call the Barron County Sheriff's Department.

Threats of School Violence Reporting

- A. Any school employee who believes in good faith that there is a serious and imminent threat to the health or safety of any student, any school employee, or the public, based on a threat that has been made by an individual seen in the course of the employee's professional duties regarding violence in or targeted at a school, shall report the threat as required by state law and this handbook provision. In particular:
 - 1. The facts and circumstance contributing to the belief that there is such a serious and imminent threat shall be reported immediately, by telephone or personally, directly to a law enforcement agency.

2. The person making the report to law enforcement shall also immediately inform the [identify the appropriate staff position(s) – e.g., District Administrator, building principal, or District Safety Coordinator] of the nature of the threat and circumstances. Such notice to a responsible administrator or supervisor in the District does not have to be given prior to contacting a law enforcement agency.
- B. The administration shall promptly evaluate and process known threats of school-related violence according to the District's school safety plan and under any other established procedures for responding to safety emergencies.
- C. The District shall not take any disciplinary action against a school employee, discriminate against an employee in regard to employment, or threaten an employee with any such treatment for making a report of threatened school violence in good faith under this handbook provision. School employees may be subject to District disciplinary action, as well as penalties under state law, for failure to report such threats.

3.05 Communications

District employees are expected to abide by **district Policies 1213, 3213 and 4213** and 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. The District may through such review of e-mail logs and/or messages inadvertently obtain access to information for an employee's personal internet account through the use of an electronic device or program that monitors the District's network or through an electronic communications device supplied or paid for in whole or part by the employer. If such personal internet access information is obtained by the District, the District shall not use that access information to access the employee's personal internet account unless permitted by law.
 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 their job description.
- "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 virtual/distance learning, class work, homework, and tests).
 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), the employee shall not respond

- to the student using any electronic media except to address a health or safety emergency.
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. Only a teacher, coach, trainer, 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.
 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 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.
- F. Electronic Recording: **An employee shall not, on his/her own initiative, 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 or the employee has received advanced administrative authority to do so. ~~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. virtual/distance learning, 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 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 romantic relationship with a student.

6. An employee may request an exception from the limitations in items one through three above by submitting a written request to his/her immediate supervisor or the individual required to maintain the confidentiality of said records.
- 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. Personal Electronic Devices: The District permits staff to use personal technology devices in support of teaching and learning and to access the District's Wireless Public Network when doing so. Personal devices include laptop computers, ~~portable digital assistants (PDAs)~~, cell phones, smart phones, iPods/MP3 players, wireless devices, **wireless communication devices**, digital cameras, e-readers, storage devices, or other electronics that may be carried on a person. Staff may use personal devices provided such use does not interfere with educational or employment responsibilities, hinder, disrupt or consume an unreasonable amount of network or staff resources, or violate board policy, administrative rules, state law or federal law. An employee using a personal device shall take adequate measures to ensure the confidentiality and proper maintenance of all pupil record information. The District is not liable for the loss, damage or misuse of any personal device including while on District property or while attending school-sponsored activities.
- J. 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.

3.06 Confidentiality

Employees are expected to comply with state and federal pupil records laws, as well as may other laws that govern the confidentiality of District records. Employees must also understand that records, and information from records, can sometimes still be personally identifiable even when the individual's name is not used or when the name has been redacted. As such, employees should not presume that removing a pupil or person's direct identifiers from a record will be sufficient to satisfy a confidentiality requirement.

Employees who are uncertain as to whether information or records are confidential are expected to refer such questions to the administration. Some examples of records and information that employees must be especially careful not to disclose or provide access to without proper authorization include, but may not be limited to: (1) medical records, (2) pupil records, (3) electronic system(s) access records including passwords, (4) employee personnel and payroll records, (5) child abuse and neglect reports, (6) financial account information, and (7) records that are subject to attorney-client privilege.

An employee who receives a public records request should refer the request to the District's records custodian(s) in accordance with the District's public records policies. The District may discipline or discharge any employee who discloses or provides access to a confidential record or confidential information in violation of the law, a District policy, an employee handbook provision, or a supervisory directive.

For more information, employees should refer to the District's pupil and public records policies and to the District's records retention schedule(s).

3.07 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.

3.08 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).*

3.09 Copyright

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments is 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 the District Administrator.

3.10 Criminal Background Checks

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

- A. has been convicted of a misdemeanor or felony in this state or any other state or country; and
- B. has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District's performance expectations, incompetence, and inefficiency, neglect of duty, unprofessional conduct or insubordination. Knowingly falsifying information shall be sufficient grounds for termination of employment.
- C. has any pending criminal charges filed against him or her.

Additionally, all persons applying for any position shall be required to:

1. agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information; and
2. submit to criminal history records checks

Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks. Knowingly falsifying information shall be sufficient grounds to withdraw an offer of employment or to terminate employment from the District.

3.11 Obligations of Active Employees to Self-Report Information Related to Arrests, Charges, Citations, Convictions, and Other Adjudications of Crimes and Other Offenses

- A. Requirements that Apply to All District Employees for Self-Reporting Arrests, Charges, Citations, Convictions, and Other Adjudications of Crimes and other Offenses. All District employees shall, as further directed in the paragraph below that addresses methods of giving notice, promptly notify the District Administrator of any charges, arrest with charges, indictment, citation, conviction (including but not limited to by a verdict, guilty plea, or plea of no contest), deferred adjudication (for example, deferred prosecution), or other adjudication of the employee for any of the crimes or other offenses listed below:
1. Any crime under either Wisconsin law or federal law, inclusive of any felony or any misdemeanor.
 2. For matters arising under the laws of any other State or U.S. territory, any crime/offense for which the possible penalty includes a potential jail or prison term of up to 30 days or more.
 3. For matters arising in a foreign jurisdiction, any crime or other offense that, based on the underlying alleged conduct, a reasonable employee should be able to readily recognize as being equivalent to a crime defined under Wisconsin law or under federal law.
 4. Under state law or under a county or municipal code/ordinance, the offenses of non-criminal harassment, non-criminal disorderly conduct, or non-criminal operation of a vehicle either while impaired/intoxicated or with a prohibited alcohol concentration (e.g., as a first offense under Wisconsin law).
 5. Any crime or any state, county, or municipal non-criminal offense punishable by a monetary forfeiture, except not including any parking violation or parking citation, that at least as alleged:
 - a. Occurs in whole or in part on District property or at or in connection with a District-sponsored activity; or
 - b. Occurs while the employee is performing job-related responsibilities or otherwise acting in the scope of his or her District employment; or
 - c. Involves District funds or other District property; or
 - d. Relates to unlawfully obtaining or altering (for example, by fraudulent or unauthorized means) any license, permit, or certificate relating to any person's District employment.
 6. Any of the offenses defined in Section 125.07 of the Wisconsin Statutes relating to alcohol and underage persons, such as unlawfully furnishing alcohol to any underage person or knowingly/intentionally encouraging or contributing to an alcohol violation by an underage person.

Inclusion of a crime or other offense within any single item in the list above is sufficient to trigger the self-reporting obligation. Unless expressly limited to matters that arise while the employee is on duty, the self-reporting expectations defined in this section also apply to matters or events that arise at a time when the employee is off duty.

For any reportable event defined in the list above, the employee shall also keep the District reasonably and promptly informed of the status of the matter through the point that the matter reaches a final resolution, including by, for example, promptly responding to District requests

for updates and promptly notifying the District if any pending charges are dropped, added, or modified. Unless the administration provides a different directive, such status updates shall be provided to the District Administrator.

- B. **Methods of Giving Notice (Self-Reporting) to the District.** Employee self-reports required under Paragraph “A” of this section shall be submitted as soon as reasonably possible, but never later than within five (5) calendar days of the reportable event to the extent there are unusual circumstances that reasonably prevented more immediate reporting.

To facilitate prompt and immediate reporting, an employee may initially submit a self-report required under this section by phone, electronic mail, a hand-delivered document, or a direct in-person communication. However, if the employee initially provides verbal notice of a reportable event, then the employee shall follow-up the verbal notice with written confirmation of the substance of the report as soon as reasonably practical. An email sent to the intended recipient’s accurate school district email address is considered a written communication. If an employee has, or reasonably should have, doubt as to whether his or her self-report was received as intended, the employee is expected to take reasonable steps to confirm receipt.

- C. **Additional Self-Reporting Related to the Operation of a Motor Vehicle, Vehicle Operator’s Licenses, Motor Vehicle Accidents, and Charges, Crimes and other Offenses Relating to the Use of a Motor Vehicle; Required for Certain Employees.** In addition to the self-reporting required of all employees under Paragraph “A” of this section (above), certain District employees who operate motor vehicles and/or certain other motorized/mobile equipment in connection with their District job duties are also required to make self-reports as set forth in Section 3.22 of this Employee Handbook (See “3.22: Operators of District Vehicles, Mobile Equipment and Persons Who Drive Vehicles for a District Purpose within the Scope of their Employment”). When both Section 3.22 of the Employee Handbook and Paragraph “A” of this section require an employee to self-report the same event/information to the District, meeting the reporting requirement under Section 3.22 also satisfies the obligation to report under Paragraph “A” of this section.
- D. **Nondiscrimination; Limitation on District Use of Self-Reported Information.** No officer, employee, or agent of the District will use the information required to be reported to the District under this section of the Employee Handbook in an unlawful manner, including but not limited to using such information in a manner that would constitute unlawful employment discrimination on basis of a person’s arrest record or conviction record, as further defined under Wisconsin law.
- E. **Consequences for Failing to Self-Report.** An employee’s failure to promptly self-report information to the District as required under this section may result in disciplinary action, up to and including termination.

3.12 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.

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

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

A. Restrictions on Tobacco, Smoking, Nicotine and Vaping Products

1. Tobacco and Nicotine Products: Employees shall not use tobacco and nicotine products except for nicotine products used as part of a smoking cessation program, as defined below, on District premises, in District vehicles, or in the presence of students at school or school-related activities. [Insert link to applicable local policy]. § 120.12(20), Wis. Stats. In addition, the District prohibits the use of vaping products regardless of whether such products contain tobacco or nicotine. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment.
2. Definitions: A “tobacco product” includes, for example, chewing tobacco, cigarettes, cigars, and snuff. A “nicotine product” means any product that contains nicotine and is not a tobacco product, a cigarette, or a product that has been approved by the U.S. Food and Drug Administration for sale as a smoking cessation product or for another medical purpose and is being marketed and sold solely for such an approved purchase (e.g., nicotine gum, nicotine skin patches). Nicotine products covered by this prohibition might include, for example, electronic cigarettes (e-cigarettes) with nicotine, nicotine vaporizers, and nicotine lollipops.

B. Drug-Free and Alcohol-Free Workplace

1. General Restrictions on Alcohol and Drugs: The District prohibits the following conduct by any person who is on District premises (i.e., property that is owned, leased, or controlled by the District); in a District vehicle; or participating in a District-sponsored activity:
 - a. The unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance (as defined under state or federal law, including all illegal drugs), a hazardous inhalant, or alcohol.
 - b. Being under the influence of a controlled substance (excluding the lawful and medically-appropriate use of medication), a hazardous inhalant, or alcohol in any manner that violates the law, violates a District policy, creates a disturbance, or jeopardizes safety.
 - c. The possession or distribution (including the purchase, sale, or transfer) of any substance that is represented as a controlled substance.
2. Additional Drug and Alcohol Restrictions Applicable to All Employees: District employees are subject to additional restrictions regarding alcohol and controlled substances. Specifically, except as otherwise required by law or specified in this policy, no District employee may possess, manufacture, distribute, dispense, use, or be under the influence of alcohol or a controlled substance, or use or be under the influence of a hazardous inhalant, when the employee is (1) on District-premises; (2) in any vehicle being used for District business; or (3) regardless of location, at any District-authorized activity, event, or function at a time when the employee is acting in the scope of his/her employment, responsible for District students, or otherwise acting as an agent of the District. For purposes of this provision, being under the influence of alcohol includes having a detectable alcohol concentration of 0.01 or higher and also includes any stricter standard established by state or federal law as a prohibited alcohol concentration for particular positions or duties. In addition, the District does not condone any unlawful conduct related to alcohol or controlled substances, or the misuse of alcohol or controlled substances, by a District employee even when the employee is off duty and not on District property. Where off-duty conduct relating to alcohol or controlled substances has a legally-sufficient connection to an individual’s employment, it can serve as the basis for employment-related discipline or other employment-related consequences.
3. Exceptions Applicable to Employees: The following are exceptions to the above-stated restrictions on employees:

- a. Provided that the medication(s) are not misused in any way and that they do not interfere with the safe and acceptable performance of the employee's job, an employee may possess and work while taking over-the-counter medication or his/her own prescription medication(s) in accordance with applicable instructions. It is the employee's responsibility to obtain the advice of a licensed medical practitioner to ensure that the employee can safely perform his/her job responsibilities while he/she is taking his/her medication(s).
 - b. Where there is a legitimate and District-authorized purpose, an employee may possess and use otherwise-lawful products for such authorized purpose(s), even if the product could be an intoxicant if the product were consumed or misused (e.g., because the product contains alcohol or emits hazardous vapors).
 - c. Employees who are present at an event that occurs on District premises and who are off-duty at such an event may possess and responsibly consume alcohol if the District has authorized the event organizer, in writing, to allow alcohol beverages at the event.
- 4. Drugs and Alcohol Testing Based on Individualized Circumstances (Reasonable Suspicion): If a supervisor or administrator has actual knowledge of or reasonable suspicion concerning an employee's employment-related possession or use of alcohol or controlled substances in violation of District policy or any applicable law (e.g., use on the job or being under the influence upon reporting for work or while working), the employee may be required to submit to testing for alcohol and/or controlled substances. Any drug and alcohol testing of District employees shall be conducted using procedures that reasonably protect the privacy interests of the employee and the integrity of the test results. Policy 3122.01 and 4122.01 Drug Free Workplace,
- 5. Position-Based and Duty-Based Restrictions and Requirements: Certain employees may be subject to additional requirements and restrictions related to alcohol and drugs based on their positions or job duties. For example:
 - a. CDL and School Bus Drivers:
 - (1) Any employee who holds a commercial driver's license and who is responsible for driving a school bus or other qualifying commercial motor vehicle as part of their employment is subject to U.S. Department of Transportation regulations that address alcohol and drug use/testing and to the District's related policies and procedures. 49 C.F.R. Parts 40 and 382.
 - (2) No employee may drive, operate, or be on duty time with respect to a commercial motor vehicle or any school bus while having a detectable alcohol concentration above 0.00, or within 4 hours of having consumed an intoxicating beverage (regardless of the beverage's alcohol content) or having been under the influence of an intoxicating beverage to a degree which renders the individual incapable of lawfully and safely driving. § 346.63(7), Wis. Stats.; § Trans 300.16, Wis. Admin. Code.
 - b. Work under a Federal Grant or Federal Contract: An employee who is engaged in the performance of a federal contract or qualifying federal grant must notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace. This notification shall be made within 5 days of the conviction, and the District Administrator or his/her designee must then notify the appropriate federal agency and take other appropriate action. 41 U.S.C. § 8103(a)(1)(D)
- 6. Consequences for Drug and Alcohol Violations: Compliance with the District's policies and rules regarding alcohol and drugs in the workplace is mandatory and a condition of employment. School employees shall cooperate with supervisors and with law enforcement

personnel in investigations concerning any possible violations of these provisions. Employees who violate the District's policies or rules regarding these substances are subject to consequences, including referral to drug and alcohol counseling or rehabilitation programs, reassignment, monitoring plans (which, to the extent permitted by law, may include testing), discipline (up to and including termination), and/or referral to appropriate law enforcement officials.

3.14 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.

3.15 Financial Controls and Oversight

Employees shall adhere to all internal controls that deter and monitor 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.

3.16 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.

3.17 Gambling

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

3.18 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.

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the District Administrator 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 § 19.59, Wis. Stats. for information on conflicts of interest and for gifts and solicitations.

- 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.

3.19 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, pupil records, etc.

3.20 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" and "C". 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 *Garret* warning. *Garret v. New Jersey*, 385 U.S. 493 (1967).

- C. Title IX Investigations: An employee who is a Title IX respondent may opt to not participate in a Title IX formal complaint procedure (e.g., refuse to be interviewed) based on the language in 34 CFR 106.71 without having any adverse inference drawn exclusively from the employee's refusal to participate in such procedure.
- D. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

3.21 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 by the District office. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. A teaching contract with any person not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates.

3.22 Operators of District Vehicles, Mobile Equipment and Persons Who Drive Vehicles for a District Purpose within the Scope of their Employment

- A. Applicability: Except as otherwise expressly limited or expressly expanded by provisions within this section, paragraphs "B" and "C" in this section apply to each employee who is in any one or more of the following categories:
 - 1. CDL/School Bus Drivers. Any employee whose District position requires the employee to hold a Commercial Driver License (CDL) or school bus endorsement and to operate a school bus or other commercial motor vehicle under such license. Such drivers are also subject to many additional state and federal laws and regulations regarding license eligibility/renewal, employee reporting, and other requirements (e.g., drug and alcohol testing) that are not covered in this section.
 - 2. Employees Providing Non-Bus Student Transportation. Any employee who is currently authorized by the District to provide student transportation using an alternative (i.e., non-school bus) vehicle, as defined in § 121.555 of the Wisconsin Statutes. Such drivers are also subject to additional vehicle, driver, background search, and employee reporting requirements established in state law that are not covered in this section.
 - 3. Drivers of District Vehicles. Any employee who is required or authorized as part of their District-assigned job duties to drive a District vehicle on any public road or highway or on any public or private property, on other than a purely emergency basis. A District vehicle is a motor vehicle owned by the District or leased or rented by the District from a third party (i.e., not including any personal vehicle that is privately owned, leased, or rented by the employee).
 - 4. Employees Driving Personal Vehicles for a District Purpose. Any employee who, on other than an occasional, sporadic, and incidental basis, drives a personal motor vehicle (e.g., privately owned, leased, or rented) for a District purpose within the scope of their employment and who is eligible to receive mileage reimbursement or a similar travel-related allowance from the District for such driving. The District Administrator will determine if an employee is deemed to drive a personal vehicle for District purposes on more than an occasional,

sporadic, and incidental basis and notify each such employee that they are subject to this section.

5. Drivers of District Mobile Equipment. Any employee who, as part of their District-assigned job duties and on other than an occasional, sporadic, and incidental basis, drives safety-sensitive “mobile equipment” that is owned, leased, or rented by the District. “Mobile equipment” includes but is not limited to equipment such as tractors, ATVs/UTVs, riding lawnmowers, forklifts, pallet jacks, trenchers, and golf carts. The District Administrator will determine the positions and the specific mobile equipment operations that fall under this provision and shall notify each employee who is deemed to drive equipment covered by this paragraph that the employee is subject to this section.
- B. Operating Record from the Department of Transportation: For all employees identified in Paragraph “A,” above, the District will request, and the employee shall cooperate as needed with a District review of, the employee’s driver operating record from the Wisconsin Department of Transportation and from any other jurisdiction that the District may deem appropriate (1) at the time of initial authorization as an employee driver and at least once every four years thereafter, and (2) whenever otherwise required by law.
- C. Employee Reporting of Traffic Violations, Convictions, Accidents, and License Issues: Employees identified in Paragraph “A,” above, shall promptly notify their immediate supervisor or District Administrator of each instance of the following:
 1. Any driving citation (other than a parking citation) that the individual receives for driving any vehicle at any time and in any jurisdiction.
 2. Any charge made, citation received, or conviction for (1) operating a vehicle while impaired/intoxicated or with a prohibited alcohol concentration (whether as a first offense or any subsequent offense), or (2) driving after revocation or suspension of the individual’s license.
 3. Any conviction of any law or ordinance relating to motor vehicle traffic control (other than a parking violation) in connection with any motor vehicle at any time and in any jurisdiction.
 4. Any accident that occurs in which the individual was involved as the operator of any motor vehicle, at any time and in any jurisdiction, regardless of whether the individual was issued a traffic citation or charged with any offense.
 5. Any suspension or revocation of the individual's driver license or operating privilege, or any cancellation or suspension of a school bus endorsement, by this state or another jurisdiction.
 6. Solely for employees whose District position requires the employee to hold and operate a vehicle under a Commercial Driver License (CDL) or school bus endorsement, any suspension, revocation, or cancellation of such a license or endorsement by any state, or any disqualification or loss of the privilege to operate a commercial motor vehicle or school bus for any period of time in any state, including any out-of-service order issued against the individual.
 7. Solely for employees who drive a vehicle to provide student transportation on behalf of the District, any conviction or operating privilege revocation that, under § 121.555 of the state statutes, makes the individual ineligible to operate an alternative vehicle for student transportation; or, if the employee holds a valid school bus endorsement, any conviction or operating privilege revocation that disqualifies the individual from issuance or renewal of a school bus endorsement under state law.

Regardless of any longer time period for reporting that may be permitted for purposes of minimum compliance with a state or federal law, “prompt” reporting by the employee under District expectations means before the end of the first business day after the day (1) of the occurrence of an accident or (2) on which the employee receives notice of the citation, conviction, or license action. If the employee initially gives a notice required under this paragraph verbally, the employee shall follow-up the verbal notice with timely written notice. If the employee initially provides notice to his/her immediate supervisor, the immediate supervisor shall promptly report the issue to the District Administrator.

- D. Contract Requirement for Drivers Engaged in Student Transportation: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. In addition, the owner or lessee of all privately owned motor vehicles transporting pupils for compensation shall be under written contract with the Board.
- E. Allowances for Mileage Reimbursement: Mileage-based reimbursement amounts for employee use of a personal motor vehicle for District business are at the then-current IRS rate for such business-related travel. Use of a personal vehicle which will involve mileage reimbursements is expected to be preapproved by the administration, and reimbursement may be denied if not preapproved. The District may direct an employee to use a District vehicle rather than a personal vehicle when a District vehicle is available and appropriate for the purpose. An employee who is subject to the minimum insurance requirements found in paragraph “F” of this section (see below) must maintain such minimum insurance in order to be eligible to receive mileage-based expense reimbursement.
- F. Insurance Requirements: Upon District request, an employee who is subject to the minimum vehicle insurance requirements under this subsection shall provide proof of such insurance. The employee shall also immediately notify the District Administrator if their vehicle insurance lapses, is cancelled, or otherwise ceases to meet the minimum requirements stated in this sub-section.
 - 1. Employees Transporting Students in a Personal Vehicle: Employees who, acting on behalf of the District, transport students for District-sponsored activities in their personal vehicle(s) shall carry minimum insurance policy limits of for each such authorized vehicle.
 - 2. Employees Driving Personal Vehicles for Mileage Reimbursement for Purposes Other than Transporting Students: Employees who are authorized to drive their personal vehicle for District business for mileage reimbursement on more than an occasional, sporadic, and incidental basis and who are notified by the District that they are subject to the record check and reporting requirements of this section, but who do not transport students in connection with such use, shall carry the following minimum insurance policy limits of at least \$10,000 in property damage coverage, \$25,000 in bodily injury coverage for each person and \$50,000 total limit for each accident for each personal vehicle that is used for that purpose.
- G. Liability and Related Information:
 - 1. Primary Insurance: Whenever an employee is driving a personal vehicle in connection with District business, the employee’s personal auto insurance shall be considered primary insurance and any District insurance that may apply shall be considered secondary insurance.
 - 2. Reimbursement of Insurance Deductible when Employee Not at Fault: Damage to an employee’s personal vehicle that is operated in the scope of employment for mileage reimbursement and/or for the District-authorized transportation of

students may be reimbursed by the District, in its discretion, provided the District's maximum reimbursement shall not exceed the actual insurance deductible amount, up to a maximum reimbursed deductible amount of five hundred dollars. No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.

3. Tickets, Citations, Fines, or Forfeitures: Payment for any ticket, citation, fine, or forfeiture received in connection with driving/operating a District vehicle or District mobile equipment, or while driving a personal vehicle within the scope of employment, is the responsibility of the driver/operator and will not be reimbursed by the District.

3.23 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. Employees are permitted to hold 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.

3.24 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.

Appropriate safety gear shall also be worn at all times as deemed necessary. Employees shall not wear shoes without a heel cup or heel strap during work hours.

3.25 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. This includes any potential damage occurring during a police search of District buildings and grounds. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.
- B. Search of Personal Effects: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration, to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items

not in plain view and contained within personal property (e.g. purse, satchel, wallet, coat, backpack, etc.), may be searched in accordance with applicable state and federal law.

3.26 Personnel Files

A personnel file shall be maintained for each District employee. To the extent required by applicable law, employee medical records, including genetic information regarding an employee, shall be maintained separately from an employee's other personnel records. 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 District Administrator or his/her 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.

3.27 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.

The Board fully supports the right and desire of teachers to maintain a proper disciplinary atmosphere in all classrooms. The Board further realizes that this is necessary if students and teachers are to realize maximum effectiveness in the cooperative goals of educational excellence.

3.28 Physical Examination

- A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District. The above physical examination shall include a Wisconsin Tuberculosis (TB) Risk Assessment Questionnaire Screen for Wisconsin Public School Employees, F-02314A
- B. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current

health of the employee, and consistent with the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

3.29 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 except for the narrow exception as set forth hereafter. Exceptions may be made for political discussions between teachers/staff members and students that are an integral aspect of the established curriculum and that are part of that teacher's/staff person's personal professional responsibilities (e.g., teaching a particular social studies course, American literature course, etc.) provided the teacher or staff member does not express a preference for a political candidate, party, referendum, or platform during such discussions. 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 serve 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.

3.30 Position Descriptions

Position descriptions will be available for each District employee as they are completed and/or updated. 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.

3.31 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 [unless the contract being non-renewed is for an extracurricular or temporary/seasonal assignment and the staff member remains employed with the district in another capacity];
- 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;
- F. failure to return to work the day following the expiration of an authorized leave of absence; and
- G. job abandonment.

3.32 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.

3.33 Student Behavior Policy and Handbook

The Student Behavior Policy and Handbook are available online at www.turtlelake.k12.wi.us.

3.34 Employee (Whistleblower) Protection

- 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. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.
- C. 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.
- D. Notice of Employee Whistleblower Rights Related Specifically to Federal Funding Received by the District:

As a recipient of funding from various federal sources, the District is required to provide employees with notice of whistleblower protections that apply to employees of recipients of federal awards, federal grants, or federal contracts. Specifically, under [section 4712](#) of Title 41 of the United States Code, no District employee may be discharged, demoted, or otherwise discriminated against as a reprisal for making a protected disclosure of information that the employee reasonably believes is (1) evidence of gross mismanagement of a federal contract or grant, (2) a gross waste of federal funds, (3) an abuse of authority relating to a federal contract or grant, (4) a substantial and specific danger to public health or safety, or (5) a violation of a law, rule, or regulation related to a federal grant or a federal contract (including the competition for or negotiation of a contract). Section 4712 expressly covers and protects disclosures of such information to any of the following:

1. A management official or other employee of the District who has the responsibility to investigate, discover, or address such misconduct. Examples of such management officials include an immediate supervisor or District Administrator.
2. A federal employee responsible for contract or grant oversight or management at the relevant agency.
3. An authorized official of the U.S., Department of Justice or other law enforcement agency.
4. A member of Congress or a representative of a committee of Congress.
5. A federal Inspector General (e.g., the Inspector General of a federal executive agency).
6. The federal Government Accountability Office.
7. A court or grand jury, including providing evidence of misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a federal contract or grant.

If a District employee believes that they have been subjected to a reprisal prohibited by [section 4712](#), the employee may submit a complaint to the Inspector General of the federal executive agency that is responsible for the relevant federal funding or federal contract. The federal agency and the agency's Inspector General have the authority to investigate such complaints and provide appropriate remedies (including but not limited to compensatory damages) for substantiated complaints.

3.35 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 3.25, subsection B of this *Handbook*.

3.36 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.

3.37 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. Reporting Requirement 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 informed of action taken **to the extent allowed by law and/or board policy**.
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 101.055 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.
- 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 weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.
 3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the District Administrator. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.

- 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.

3.38 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 3.37(D)].
 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 local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/her 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.
- 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, **or as required by law**). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

3.39 Legal Custodian of Records

For purposes of applicable public records law, the District's legal custodian is the District Administrator, who is vested by the Board with full legal power to render decisions and carry out the District's statutory public records responsibilities.

3.40 Breastfeeding

A. Requests for Break Time and an Appropriate Location

1. Upon request and to the extent required by law, the District shall provide a reasonable break time for an employee to express breast milk for the employee's nursing child for one year after the child's birth each time the employee has the need to express milk. After one year, the District's specific legal obligations change. However, an employee may ask the District to consider further arrangements to express breast milk after the one-year period.
2. The District shall also provide an appropriate 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.
3. A request for break time to express breast milk, for the designation of an appropriate location to express breast milk, or for adjustments to break schedules or break locations shall be submitted in writing (e.g., via email) to the employees supervisor.

B. Compensation for Break Time

1. Whether a lactation break period is considered a paid or unpaid break and whether any deduction from an accumulated leave balance may be applied in connection with a lactation break can vary under applicable laws and due to factors such as the employment classification of the position held by the employee and the specific timing and length of the break(s). However, a break provided to an employee to express breast milk must be considered compensable time worked if any of the following apply:
 - a. A state law, federal law, or local ordinance independently requires that the break be treated as paid time; or
 - b. The employee uses a District-provided break period to express milk that would be a paid break if it were used for other purposes; or
 - c. The employee is not completely relieved from duty during the break.
2. The District Administrator shall make determinations, as needed, regarding the compensability of breaks arranged for the purpose of expressing breast milk and any leave usage associated with such breaks.

3. A non-exempt (i.e., hourly, overtime-eligible) employee shall not unilaterally elect to perform work during an unpaid lactation break unless the employee determines that there is an emergency situation, elects to respond to the emergency, and promptly notifies a supervisor of the emergency work that was performed. If such emergency work has been performed, then that break time will be paid time.

3.41 Bulletin Boards

The District will 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. All distributed and posted materials shall ~~always~~ be **appropriate and** 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.

3.42 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.

3.51 Expectations for Employees Subpoenaed to Testify

On or before the first day business day after the receipt of a subpoena to testify or a formal notice of deposition, an employee shall give the district administrator notice if he or she will have to be absent from employment because he or she has been subpoenaed to testify in a court proceeding or action or to otherwise appear in court or at some other formal legal proceeding. The notice shall be in writing, and the employee shall provide a copy of the subpoena, notice of deposition, and/or any associated documents requested by the administration, except as may otherwise be prohibited by law. An employee who receives notice that he or she is required report for jury duty, should refer to Section 9, 9.01.

SECTION 4. MANAGEMENT RIGHTS

4.01 Delineation of Rights

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

- A. To direct all operations of the school system;
- B. To establish and require observance of reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees in positions within the school system;
- D. To suspend, discharge and take other disciplinary action against employees;
- E. To relieve employees from their duties because of lack of work or any other legitimate reason;
- F. To maintain efficiency of school system operations;
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;
- K. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- L. To determine the educational policies of the District; and
- M. To contract out for goods and services.

4.02 Sole Basis

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

SECTION 5. GRIEVANCE PROCEDURE

5.01 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.

5.02 Definitions

- 1. Grievance: A "grievance" is defined as any complaint that arises concerning discipline, termination or workplace safety.
- 2. Grievant: A "grievant" may be any employee or group of employees.
- 3. Day: The term "days" as used in this section shall mean regularly scheduled workdays in the District office, unless otherwise indicated.
- 4. "Discipline" is defined in Part I, section 1.02, Subsection C. of the Handbook.
- 5. Termination: "Termination" is defined in Part I, section 1.02, Subsection H. of the Handbook.
- 6. Workplace Safety: "Workplace safety" is defined in Part I, section 1.02, Subsection K. of the Handbook.

5.03 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.

5.04 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) must 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 time frame, 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 time frame, 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 School Board.

This step of the process is available only if the alleged violation of District policy or Employee Handbook involves discipline, termination, or workplace safety. Grievances involving any other issue may be appealed directly to the Board under Step Five, and the Board shall review the decision that the District Administrator issued in Step Two or Three.

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 School Board: 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 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.

On appeal from Step Four, the hearing officer's factual findings and conclusions of law shall have distinct standards of review. The Board shall accord some deference to the hearing officer's findings of fact but (1) may modify any such findings if, after consulting with the hearing officer, the Board concludes that the most reasonable view of the record calls for modification of one or more of the findings; or (2) may remand the case to the hearing officer for further factual development and (if necessary) revised conclusions of law. In terms of conclusions of law and mixed questions of fact and law, the Board shall apply a de novo standard of review, meaning that the hearing officer's findings shall be accorded no deference.

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.

Grievances Filed by the District Administrator

In the event a grievance is filed by the District Administrator, it shall be initially filed with the Board President and Board Clerk according to the deadlines established within Step 1 of this grievance procedure, above, and the Board shall have the role and responsibilities of the District Administrator in Step 2 and elsewhere in the process. All other notices provided by the District Administrator acting as a grievant shall similarly be filed with the Board President and Board Clerk.

5.05 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.

5.06 Consolidation of Grievances

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

5.07 Group Grievances

Group grievances involve more than one employee and any of the following:

- A. More than one work site;
- B. More than one supervisor; or
- C. An administrator other than the immediate supervisor

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

SECTION 6. PAY PERIODS

6.01 Annualized Payroll Cycle

A. School Year Employees:

1. Annualized Payroll: Employees scheduled to work the school year may voluntarily request to be paid on a twelve (12) month payroll cycle as set forth in subsection 2, below. Such request shall be made in writing and submitted to the business office by June 15th. For employees with an individual contract, such election may be provided at the same time as the issuance of the individual contract or letter of intent. All school year employees covered under this provision shall have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the District-approved format.
2. School Year Payroll: For employees who do not voluntarily request to be paid on a twelve (12) month payroll cycle, the payroll cycle shall be on a ten-(10-) month basis and shall be placed on an eighteen (18) payroll cycle.

- #### **B. Calendar Year Employees:** All employees scheduled to work the calendar year will be placed on the twenty-four (24) payroll cycle.

6.02 Payroll Dates

The payroll dates shall be the 10th and 25th of each month. If the 10th or 25th of the month fall on a weekend, the payroll date will be the preceding Friday. If a paid holiday falls on the 10th or 25th, payroll deposits shall be issued on the preceding day. The first pay date of the school year for school year employees will be September 10th or the first day of school, whichever is later.

6.03 Direct Deposit Payment Method

All employees shall participate in a direct payroll deposit plan. Direct-deposit statements will be mailed to all temporary part-time employees substitutes, non-teaching coaches, non-staff summer school employees, etc. Deposit information is available in Skyward Employee Access for all regular employees. In addition to the above, each employee's time off information is available in Skyward Employee Access also.

6.04 Definitions for Payroll Purposes Only

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

6.05 Salary Deferrals –Tax Sheltered Annuities (TSA)

- A. 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").
- B. The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions in one or both of the following ways:
 1. Pre-tax dollars (salary reduction, also known as "regular" TSA contributions) or
 2. After tax dollars (also known as "Roth" TSA contributions).

- C. Employees will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District's plan document.
- D. A vendor becomes a District-approved vendor by meeting the requirements set forth by the District which include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. The District may ask for proof of vendor registration from the teacher to ensure a District-approved vendor has been chosen. If at any time there are no active employees contributing to a particular vendor, that vendor shall be removed from the District-approved vendor list.
- E. The amount to be deducted is selected, and the determination made, wholly by the person choosing to participate in the Savings Program.
- F. If the vendor accepts electronic payments, the District will electronically transmit to the TSA vendor(s) the amount of the salary deferral elected by the employee. If the vendor does not accept electronic payments, the District will make the payments by paper check. This provision for transmitting payments to vendors will require the District to transmit the amount of salary deferral twice a month, if the vendor provides the District with an invoice twice per month. The salary deferral will be transmitted on or about the date the money is deducted from the employee's paycheck, provided that the District receives the appropriate invoice from the vendor. In unforeseen circumstances, transmittals will be made no later than fifteen (15) business days following the end of the month in which the amount would have been paid to the participant.
- G. Employees may choose to defer either a percent of salary or a specific dollar amount up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50) additional deferral (414(v)(2)(B)(i)), and the "catch up" provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.
- H. The salary reduction limits will be adjusted from time to time to conform to statutory limits.
- I. Catch-Up Contributions:
 - 1. Documentation will only be required where the employee's total (and Age 50+) deferrals for the calendar year are in excess of the 402(g) limits.
 - 2. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the Employee's TSA vendor within thirty (30) calendar days if requested by the District.
 - 3. The District agrees to provide the employee, upon written request, with timely information available from the District's records, which is necessary to enable the employee to make catch-up deferrals.
- J. General:
 - 1. The employee shall be permitted to change the TSA amount or vendor three (3) times per calendar year, unless otherwise permitted by the Business Manager or Superintendent, provided he/she provides the District with at least ten (10) business days' notice prior to the second payroll date of the month. Stopping contributions does not constitute a change. Upon initial enrollment for new employees, the employee shall certify in writing as requested by the District but no more than two times per year (e.g., due to a change in full-time equivalency, absence, other deferrals, etc.), that the percentage or dollar amount of salary reduction withheld from compensation complies with the limits applicable to 403(b) TSA plan deferrals and does not exceed the amount permitted under Section 403(b), 415 and 402(g) of the IRS Code except as provided for below.
 - 2. In no event shall the employee's contribution exceed one hundred percent (100%) of the employee's compensation less payroll and other required deductions. Employee and employer contributions are 100% vested and non-forfeitable at all times.

3. Hardship withdrawals are permitted and IRS safe harbor standards with respect to estimating an immediate and heavy financial need [Treasury Section 401(k)-1(d)(3)(iii)(B)] will be used. Contact the vendor or plan administrator for further details if a hardship withdrawal is requested.
- K. **Salary Reduction Agreement:**
1. Employees will be required to sign an agreement to authorize TSA deductions from salary. The current agreement can be obtained from the district office. The District, without the consent of the employee, is authorized to modify the salary reduction agreement to comply with applicable legal requirements. The District will provide the employee with reasonable notice concerning any such modification.
 2. The District will provide the employee with a dated and initialed copy of the authorized salary reduction agreement once the employer acknowledges receipt of the modified salary reduction agreement.
 3. A change in a beneficiary designation shall take effect when the election is accepted by the Vendor.
 4. By authorizing TSA deductions from his/her salary, the Employee acknowledges that the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax-sheltered annuity, or the company which issues the annuity contract or which invests the Employee's salary reduction funds. Furthermore, the Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.
 5. The salary reduction agreement can be obtained in the district office.
- L. **Deferred Compensation:** Employees may defer salary through the Wisconsin Deferred Compensation Plan (457). The plan limitations and salary deferral rights will be those permitted by the TSA unless the Deferred Compensation plan's rules are in conflict, in which case the Deferred Compensation rules shall apply.

SECTION 7. WORKER'S COMPENSATION

7.01 Worker's Compensation Coverage and Reporting Responsibilities

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

7.02 Benefits While on Worker's Compensation

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

- A. Up to day sixty (60) of Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each day while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive day of leave or as long as the employee has accumulated sick leave available, whichever occurs first.
- B. Day Sixty-One (61) and thereafter of Worker's Compensation Leave: The employee will receive his/her worker's compensation payment. 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.

7.03 Injuries Not Covered by Worker's Compensation

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

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

SECTION 8. SICK LEAVE

8.01 Sick Leave Earned

- A. Calendar Year Employees: Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of twelve (12) days per contract year.
- B. School 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.
- C. 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.
- D. Part-time Employees: Part-time employees will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work as set forth in the applicable part of the *Handbook* covering such employees.

8.02 Sick Leave Accumulation

Sick leave for employees will accumulate to a maximum of ninety (90) days as set forth in the applicable part of the *Handbook* covering such employees.

8.03 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. Illness or injury of an employee's spouse, child, parent or parent in law, and grandchild.
 - 3. Medical or dental appointments for the employee, employee's spouse, child, parent or parent in law that cannot be scheduled outside of the employee's regularly scheduled work hours.
 - 4. Bereavement/Emergency Leave taken per Section 10.
 - 5. Pregnancy for an employee or employee's spouse.
- B. The District will require the employee to furnish a certificate of illness or injury signed by either a licensed physician or nurse practitioner for any illness or injury requiring longer than three (3) consecutive days' absence. Such certificate should include a statement releasing the employee to return to work and a statement whether any limitations or restrictions are placed upon the work which may be performed.
- C. Spouse: means an employee's legal husband or wife.
- D. The smallest increment of sick leave allowed will be a half-day or as determined by the District Administrator.

8.04 Family Medical Leave

Medical and Family Leave will be granted in accordance with state and federal law.

8.05 Unused Sick Leave and Sick Leave Pay Out

By July 10th of each year any accumulated sick leave beyond the employee's accumulated sick leave maximum (90 days) is to be paid out at the rate set forth in the applicable part of the *Handbook* covering such employees. Employees will not vest in this payout benefit unless they complete the term of the school year in which they were granted the paid sick leave days. For purposes of this provision, the end of the school year is considered June 30th. As such, if an employee resigns with an effective date that precedes the end of the school year or is terminated prior to the end of the school year, the employee shall not be entitled to receive a payout for any unused sick leave days beyond the accumulated sick leave maximum of 90 days. If the Board of Education issues an employee final notice of contract non-renewal, but the employee completes the contract term, he/she will be entitled to receive this benefit.

8.06 Sick Leave and Long-term Disability

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

8.07 Overused Sick Leave

If an employee has used more sick leave days than he/she has earned at the time the employment relationship is severed, the district may deduct a sum equal to the sick leave days used, but unearned from any earned but unpaid salary/wages. Deductions will be based on one (1) day of paid sick leave earned per month of employment to a maximum of twelve (12) days per fiscal year.

8.08 Reporting Procedure

Sick leave requests will be processed through the School District's online system and substitutes will be attained using the automated calling system.

8.09 Holidays During Sick Leave

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

SECTION 9. JURY DUTY LEAVES

9.01 Jury Duty Leave

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

9.02 Employee Notice

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

9.03 Payment for Time Out on Jury Duty

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

SECTION 10. BEREAVEMENT/EMERGENCY LEAVE

An employee shall be granted five (5) days off per school year with pay which will be deducted from employee's accumulated sick leave for bereavement/emergency funeral purposes. The School Board may modify the number of days allowed under special circumstances as determined by the Board.

The Board of Education will send an appropriate memorial whenever an employee's spouse, child, parent, sibling or parent in-law of an employee's family passes away.

SECTION 11. UNIFORMED SERVICES LEAVE

11.01 Uniformed Services Leave of Absence

Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence 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. The United States 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 (when engaged in covered services)
- D. Intermittent personnel who are appointed into qualifying Federal Emergency Management Agency service or to train for such service (i.e., FEMA reservists)
- E. Commissioned Corps of the Public Health Service
- F. Any other category of persons designated by the President in time of war or emergency

Service performed in Civil Air Patrol and the Coast Guard Auxiliary are not protected by USERRA. If an employee notifies the District of a need for leave under these non-USERRA scenarios, the District will apply the relevant provisions of federal or state law (e.g., within Chapter 321 of the state statutes) or District policy. For example, section 321.66 of the state statutes provides some express rights and protections to member of the Civil Air Patrol.

11.02 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, initial active duty for training, and inactive duty training.
- B. State active duty as a member of the National Guard of a State for a period of 14 days or more.
- C. State active duty as a member of the National Guard of a State, regardless of length, in response to a national emergency or major disaster declared by the U.S. President.
- D. Full-time National Guard duty

- E. Absence from work for an examination to determine a person's fitness of the person to perform covered duty/service.
- F. Absence from work due to an appointment into qualifying service in the Federal Emergency Management Agency as intermittent personnel.
- G. Absence from work by an individual in the National Guard or in one of the reserve components of the Armed Forces who has been authorized/ordered to perform funeral honors.

A separate federal statute provides that service as a disaster-response appointee upon the activation of the National Disaster Medical System, or an individual's participation in approved training to prepare for such service, is also deemed "service in the uniformed services" for purposes of applying the employment and reemployment rights granted by USERRA.

In addition to being covered by USERRA in some situations (see above), state active duty as a member of the National Guard also has independent protection under Wisconsin laws that are not directly covered herein. (See section 321.65 of the state statutes.)

11.03 Notice of Uniformed Services Leave

With limited exceptions, the employee, or an appropriate officer of the uniformed service in which his or her service is to be performed, must notify the district that the employee intends to leave the employment position to perform service in the uniformed services. The notice may be given either verbally or in writing and shall be submitted to the District Administrator.

The employee is required to give the notice of service in advance unless giving such notice is (1) prevented by military necessity, or (2) otherwise impossible or unreasonable under the circumstances. An employee is expected to provide the notice as far in advance as is reasonable under the circumstances. When it is feasible to give 30 days' advance notice prior to leaving employment, the district will consider at least 30 days' notice to be reasonable. Whenever possible, the request should be accompanied by a copy of the employee's military orders.

11.04 Returning to Work after a Uniformed Services Leave

Eligible employees returning from uniformed services leave will be promptly reemployed to an appropriate position, as required and determined by applicable law.

To be eligible for reemployment in this section, all of the following requirements typically apply:

- A. The employer received advanced notice of the leave as required by section 11.03 of this handbook and by applicable federal law;
- B. Subject to limited exceptions specified in federal law, the employee has no more than five years of cumulative uniformed service away from the district;
- C. The employee must not have received a disqualifying discharge or other-than-honorable separation from service. If requested by the district in connection with a period of service exceeding 30 days, the employee must provide the district with documentation that establishes the employee's entitlement to reemployment (provided such documentation is readily available); and
- D. The employee must return to work or apply for reemployment:
 - 1. For leaves of 1 to 30 days, return to work no later than the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location and an 8-hour rest period.

2. For leaves of 31 to 180 days, the employee must apply for reemployment (written or verbal) with the district no later than 14 days after the completion of service. If it is impossible or unreasonable for the employee to apply within 14 days through no fault of his or her own, he or she must submit the application no later than the next full calendar day after it becomes possible to do so.
3. For leaves of more than 180 days, the employee must apply for reemployment (written or verbal) no later than 90 days after completion of service.
4. The reporting or application deadlines are extended for up to two years for employees who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service.
5. The employee's reemployment rights are not automatically forfeited if he or she fails to report to work or to apply for reemployment within the required time limits. In such cases, the employee will be subject to the district's rules governing unexcused absences.

11.05 Wages/Salary During Uniformed Services Leave

The administration shall determine whether each instance of USERRA-qualifying leave is paid, paid in part, or unpaid pursuant to the requirements of USERRA and any other applicable state or federal laws. If an employee disagrees with any initial determination regarding the availability of paid leave or regarding the amount of wages or salary to be paid (if any), the employee may submit a written appeal to the District Administrator that identifies the alleged error. The District Administrator shall reconsider the initial determination and provide a response to the employee.

11.06 Benefits during Uniformed Services Leave

- A. Health Benefits: Employees with coverage under the district health benefit plan on a uniformed service leave of absence of 30 days or less will continue to receive health benefits with the employee contributing no more than he or she would have paid if still employed. For leaves exceeding 30 days, employees with coverage under the district health benefit plan may elect to continue coverage for up to 24 months. Employees electing to continue coverage will be required to pay 100% of the cost of the health benefit plan. Employees returning from leave who did not continue their health benefits or who took leave for more than 24 months will be reinstated in the health benefit plan upon reemployment, generally without any waiting periods or exclusions except for any service-related illnesses or injuries.
- B. Wisconsin Retirement System: Employees may receive service credit and Wisconsin Retirement System (WRS) contributions related to uniformed services leave when an employee leaves a WRS-covered position with the district for active military duty and returns to the district within the time frame specified in section 13.04 of this handbook.

Upon reemployment, the employee is responsible for paying any missed WRS Employee-Required Contributions (EERC). The employee has the choice to make all, some, or none of the make-up EERC related to the military leave. The district will submit WRS Employer-Required Contributions (ERRC) to match the EERC the employee chooses to make. The district will also fund any additional obligations, including interest that would have accrued on the ERRC and EERC, once those contributions are remitted. USERRA allows for make-up EERC to the WRS to be made beginning with the date of reemployment and ending on the earlier of three times the period of military service or five years, provided the employee continues to be employed by the district. The required WRS contributions are based on the

earnings the employee would have made had the employee not been absent from work to fulfill obligations in the uniformed services.

- C. Other Benefits During Leave: With respect to any other benefits, the District acknowledges that, to the extent required under USERRA, an employee who is on leave and engaged in covered uniformed service is entitled to such other rights and benefits not determined by seniority as the District generally provides to other employees having similar seniority, status, and pay who are on a leave of absence or furlough under a contract, agreement, policy, practice, or plan in effect at the commencement of such uniformed service or as may be established while such person performs such service. If such non-seniority benefits to which employees on furlough or leave of absence are entitled vary according to the type of leave, an employee who engaged in uniformed service covered by USERRA must be given the most favorable treatment accorded to any comparable form of leave that is applicable. See 38 U.S.C. §§4303(2) and 4316(b)(1); 20 C.F.R. §1002.150(b).

SECTION 12. UNPAID LEAVES OF ABSENCE

12.01 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 Section 14.06. 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 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.

- 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 layoff, 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.

12.02 Child Rearing Leave (Non FMLA)

- A. Application Procedures: After three (3) years of experience in the District, the employee shall make written application for an unpaid child rearing leave to the District Administrator at least sixty (60) days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the teacher is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion.
- B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited to 18 weeks. Shorter leave and/or an early return from the leave shall only be upon the mutual agreement of the teacher and the Board.
- C. Benefits during the unpaid child rearing leave:
1. The child rearing leave is an unpaid leave.
 2. During the unpaid child rearing leave, the teacher may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the first of the month, the teacher's insurance coverage shall be terminated.

3. During the unpaid child rearing leave, the teacher shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.
- D. Return from the Unpaid Child Rearing Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or layoff, whichever is applicable.
- E. Interaction with family and medical leave provisions: Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.

12.03 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons or Professional Study

- A. No unpaid leave of absence will be granted for vacation or personal purposes unless an exception is granted at the sole discretion of the District Administrator.
- B. Requests for an unpaid leave of absence for emergency purposes will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion.
- C. A teacher with five (5) or more years of experience in the Turtle Lake School District can request a one (1) year Professional Study unpaid leave of absence. Such professional study shall be toward an advanced degree in the teacher's area of assignment. An application must be submitted to the District by May 15 of the prior school year of 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.
- D. Benefits During Leave:
 1. Length of service and other benefits shall not accrue during such leave.
 2. The employee may continue health (or in lieu of health insurance payment) and dental insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health (or in lieu of health insurance payment) and dental insurance at the employee's expense is contingent upon the health (or in lieu of health insurance payment) and dental 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. If the unpaid leave provided for under this section is less than one month in duration, the employee shall pay the applicable employee's share and a pro-rated share of the employer's applicable health (or in lieu of health insurance payment) and/or dental insurance contribution for the days when the employee was on an unpaid leave and was not on an approved leave underneath the Wisconsin and/or Federal family medical leave act.
 3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
- E. 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, provided the leave is ninety (90) days or more. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

SECTION 13. BENEFITS APPLICABLE TO ALL REGULAR EMPLOYEES

13.01 Cafeteria Plan/Flexible Spending Account

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

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

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

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).

13.02 Dental Insurance

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

13.03 Health Insurance

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

13.04 Liability Insurance

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

13.05 Life Insurance

The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. Eligibility for, and payments toward, coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees. The current certificate for the reduction schedule of basic life and AD&D policies is available upon request in the district office.

13.06 Long-Term Disability

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

13.07 Wisconsin Retirement System (WRS) Contributions

The Board shall contribute the employer's share to the Wisconsin Retirement System for eligible employees. The employee shall pay the employee's required WRS contribution as required by state statute. Under no circumstances shall the Board pay the employee's required WRS contribution.

13.08 Alternate-Benefit Plan [ABP] in Lieu of Health Insurance

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

- A. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan in Section 14.01, between:
 - 1. Participation in the District's health plan, with the premium payment specified in the applicable part of the *Handbook* covering such employees, or
 - 2. A cash payment to the terms and conditions described below.
- B. Employees who choose the ABP option will be required to sign up by June 1 and commit to this change to be effective July 1. In order to access the ABP benefit the employee must also provide reasonable evidence of (1) the employee declining enrollment in the employer-sponsored coverage and (2) the employee providing reasonable evidence that the employee and all other individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year or years that begin or end in or with the employer's plan year to which the opt-out arrangement applies (employees expected tax family) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through the Marketplace) during the period of coverage to which the opt-out arrangement applies.
- C. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, if one spouse takes the family health insurance plan, the other spouse will not be eligible to participate in the ABP.
 - a. For spouses hired on or before July 1, 2016, if one spouse takes the family health insurance plan, the other spouse may elect to receive a cash payment of three thousand (\$3,000).
 - b. For spouses hired after July 1, 2016, if one spouse takes the family health insurance plan, the other spouse will not be eligible to receive a cash payment under the ABP.
- D. Cash Compensation for full-time employees: The cash contribution dollar amount shall be equal to \$7,000/family and \$3,500/single plan. The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. School-year employees will be prorated based on the number of hours worked in the year.
- E. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent

permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the teacher's payroll check.

F. **Beginning Eligibility Date for Alternative Benefit Plan Payments:**

1. New Employees. Payments shall be based on the employee's eligibility date. For new employees, this will be the employee's first day of the first full month of employment and will be prorated on the year (calendar/school) they are assigned to work.
2. Current Employees. Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month.

G. Staff that retire in good standing with the district will receive a family lifetime fitness center membership.

13.09 COBRA Law Continuation of District Health Plan Participation

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

- A. **Qualifying Events:** An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District -sponsored coverage is lost due to the occurrence of any of the following qualifying events:
1. Voluntary or involuntary termination of employment for any reason other than "gross misconduct." (e.g., resignation or retirement);
 2. Death of the covered employee;
 3. Divorce or legal separation from the covered employee;
 4. Loss of "dependent child" status;
 5. Eligibility for Medicare entitlement;
 6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.
- B. **Period of COBRA Continuation:** In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see Disability Extension below*) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.
- C. **COBRA Extension [Second qualifying events]:** A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:
1. The employee's death;
 2. Divorce or legal separation;

3. The covered employee becomes eligible for Medicare;
4. A child loses his or her “dependent child” status.

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

- D. Premium Cost & Payment: The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District’s contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee’s participation the employee will be notified of the new premium in writing prior to its due date.
- E. Termination of Coverage: Employee continuation coverage may be terminated automatically if:
 1. The employee fails to make a monthly premium payment to the District on time;
 2. The employee obtains similar coverage through a different employer;
 3. The employee becomes eligible for Medicare and convert to an individual policy;
 4. The District terminates its health plan;
 5. The employee’s guaranteed continuation period expires.

The employee or a qualified beneficiary have the responsibility to inform the District of a divorce, legal separation, or a child losing dependent status under the group health plan within sixty (60) days of the qualifying event. The District will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage. COBRA participants must also notify the District if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

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

SECTION 14. WORK STOPPAGE

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

SECTION 15. CONFORMITY TO LAW

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

Part II



Staff with Individual Contracts Under §118.21, Wis. Stats. And Professional/Exempt Non- Supervisory Employees

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Nonrenewal for Teachers

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

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 Part I, Section 5 of this *Handbook* unless such non-renewal is due to the employee's failure to meet the District's performance expectations. All other nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats

B. Non-Probationary Employee:

After completing the probationary period, the following procedure for nonrenewal shall apply:

A non-probationary teacher under the District's evaluation procedures for all or part of three (3) consecutive semesters may only be non-renewed for reasons that are not arbitrary and capricious

1.02 Length of Probationary Period for Teachers

All teachers new to the District who possess a Tier I or Tier II license under Chapter PI 34 of the Wisconsin Administrative Code at the time of hire shall serve a three (3) year probationary period.

1.03 Standard for Discipline and Termination

The school board has the authority to dismiss a teacher before the expiration of the teacher's contract for "good and sufficient cause." "Good and sufficient cause" is defined as "Any inexcusable substantial violation by an employee of instructions, or neglect of a substantial character, or any misconduct inconsistent with the employment relationship and which might injuriously affect the district, regardless of any express agreement on the subject, constitutes good ground for discharging the employee."

Note: This standard does not apply to the nonrenewal of a teacher's contract. The standard for nonrenewal of a teacher contract is covered in Part II, Section 1.01 of this handbook.

1.04 Benefits during Probation

Except as expressed herein, all provisions of this *Handbook* shall apply to an employee as of the first day of employment. If an employee quits or is terminated during the probationary period, however, sick leave, personal leave or other benefits shall not be due to him or her. Employees eligible to receive insurance benefits shall receive initial coverage in accordance with the waiting periods, if any, contained in paid coverages without regard for the probationary period.

1.05 Benefits for Non-Probationary Employees

Employees who have satisfactorily completed the probationary period and remained employed thereafter will accrue any benefits allowed under the current employee handbook retroactive to the first day of employment; however, the current benefit levels do not vest with the employee, and nothing in this section prevents the District from changing or eliminating these benefits in the future.

1.06 Representation

In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, the District shall advise the employee of his or her right to representation prior to the meeting. In the event the employee chooses to have representation, the meeting may be delayed, at the

discretion of the District, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

1.07 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.

SECTION 2. PROFESSIONAL HOURS/WORKDAY

2.01 Normal Hours of Work

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

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

The position of "teacher" is a salaried position, and it is expected that time will be spent beyond the regular workday to complete required tasks including, but not limited to, student supervision, attending school-sponsored events such as field trips, open houses and graduation, and meeting with students, parents, community members and colleagues as necessary and as directed by the District.

2.02 Emergency School Closures

In the event the District is closed, full or partial day closures may be made up at the discretion of the District. The first two emergency school closing days shall be forgiven and staff will not be required to make up such days and/or use paid leave for such days unless such days/hours are required to be made up for state instructional requirements as further described below. The employees shall continue to receive their full pay for the first two emergency school closing days. The District shall, at a minimum make up all days/hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements (days and hours) of the State of Wisconsin. Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.

2.03 School Calendar

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

SECTION 3. PROFESSIONAL GROWTH

3.01 Requirement to Remain Current

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

SECTION 4. TEACHER SUPERVISION AND EVALUATION

4.01 General Provisions

Observations of the work performance of the staff will be conducted according to school district policy. 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. Non-Probationary Teacher: A non-probationary teacher is a teacher who has taught more than three (3) years in the District under a full-time or part-time regular teaching contract or has 3 years’ experience in another district and principal recommendation from the School District of Turtle Lake with a minimum of one year of probationary status.
- C. Probationary Teacher: A probationary teacher is a teacher who has taught less than three (3) years in the District under a full-time or part-time regular teaching contract.

4.02 Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a District employee or a non-District employee who is qualified to perform such evaluations.

4.03 Evaluation Process

A. Basic Requirements

- 1. A probationary employee shall be formally evaluated at least two (2) times per year during their probationary period. The first evaluation must be completed during the first semester.
- 2. A non-probationary employee shall be formally evaluated every school year, every second school year, or every third school year at the discretion of the District.
- 3. All required observations must be completed by June 1st.
- 4. All formal observations will be followed by feedback from the Administrator.
- 5. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed.

- B. 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 evaluator. The preceding process and documentation may be accomplished through an electronic process.

- C. Copy of Evaluation Procedures: A copy of the evaluation forms is available upon request.
- D. Intensive Support: Intensive support is the supervision and evaluation procedure applied to non-probationary teachers whose performance has not met expectations as of the most recent

evaluation conference. Intensive support is designed to improve the overall performance of a veteran teacher whose overall performance has not met expectations. Non-probationary 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:

1. **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.
 2. **Content of Intensive Support:** Intensive support documents may include, but not be limited to, the following: 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. An intensive support 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.
- E. **Supervision and Evaluation of Probationary Teachers:** Probationary teachers shall be subject to the provisions of this subsection for three (3) complete contract years. A probationary teacher under this paragraph is a teacher who has not taught more than three (3) years under a full-time or part-time regular teaching contract in the District.
1. **Professional Development:** Probationary teachers may be required to spend up to the hourly equivalent of five (5) work days, some prior to the beginning of school, without additional compensation preparing professional and curriculum materials and lesson plans (in addition to being oriented to the District, evaluation practices and general expectations for their assignments).
 2. **Frequency of Evaluation:** Probationary teachers shall be formally observed by the supervisor at least two (2) times per year for the first three (3) years.
 3. **Goal Setting:** Probationary teachers will complete a goal setting plan each year. Probationary teachers who are initial educators covered under Wisconsin Code PI 34 are subject to the provisions set forth below.
- F. **Mentoring:** The District will provide a qualified mentor to all Tier II license holders and to applicable Tier I license holders as required by Chapter PI 34 of the Wisconsin Administrative Code. The District, in its sole discretion, may also assign a qualified mentor to new-to-the-system Tier I, Tier III, and/or Tier IV license holders who are not required to receive mentoring pursuant to PI 34.
1. **Mentor Selection Process and Compensation:**
 - a. A continuing teacher who wants to serve as a mentor must submit a letter indicating interest by April 1 of each year. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, it may unilaterally assign a qualified continuing teacher to serve as a mentor. The District reserves the right to use qualified persons who are not District employees or continuing teachers.
 - b. A continuing teacher serving as a mentor may request that the District assign him/her to a different 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.

- c. 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.
- d. The District will make a good faith effort to assign an individual mentor for each new-to-the-District teacher; however, a mentor may elect to work with more than one employee.
- e. A stipend of \$600 will be paid to the mentor for the period served as a mentor (from August of the first year through June of the subsequent year).

SECTION 5. TEACHER ASSIGNMENTS, VACANCIES, AND TRANSFERS

5.01 Teacher Assignments, Vacancies, and Transfers

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator of the District and/or his/her designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee. In so far as possible, consideration shall be given these requests.
- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position may be posted on the WECAN website and the Turtle Lake School District website. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.
- D. 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.
- E. Assignment Preference Consideration: When the District determines that an involuntary transfer of an employee is necessary, it may, at its discretion, transfer any employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator and/or his/her designee which will include the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline under Part I, section 5 of this *Handbook*.

5.02 Employee Resignations

- A. The teacher's individual contract shall be considered binding on both parties. If for any reason a teacher asks for release from the contract either during its term or after signing a contract for the ensuing contract year, it is understood that the following conditions for release shall apply:
 - 1. The teacher must give the District notice that he/she intends on severing his/her contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) 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 sixty (60) calendar day notice of resignation as follows:

- a. One thousand dollars (\$1,000.00) if the employee's resignation is effective on or after July 1st and before the first day of the all staff in-service.
 - b. Three thousand dollars (\$3,000.00) if the employee's resignation is effective on or after the first day of the all staff in-service.
 - c. The board may waive the fee if they feel it is applicable.
- 3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by June 15th, or whose resignation is tendered and effective after the end of the school year, but before July 1st.
- 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 will not be assessed liquidated damages under this Section.
- D. Process for Resignation and Submission of Liquidated Damages:
 - 1. The teacher must submit his or her resignation and amount of liquidated damages in accordance with the preceding provisions.
 - 2. The Board, at its discretion, may thereafter accept the teacher's resignation and liquidated damages and release him or her from the teaching contract.
 - 3. The Board retains the right to refrain from releasing the teacher from his/her contract until a suitable replacement has been hired.
- F. In the event a teacher breaches his/her contract by termination of services during the term thereof, 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.
- G. **Teacher Early Notification: As a convenience to the District relating to posting vacancies early and attempting to find qualified applicants for these vacancies, the District is offering this incentive as follows. A full-time teacher who submits a written letter of resignation/retirement with an effective date of June 30 of the year of retirement to the superintendent on or before February 15 of the year in which the retirement will take effect will receive a stipend payment of \$1,000. For example, a teacher who wishes to resign/retire effective June 30, 2025, would need to submit a written letter of resignation/retirement to the superintendent on or before February 15, 2025, to be eligible to receive this benefit. The District will provide this stipend to an eligible teacher by adding it to his/her final paycheck. By submitting an early resignation/retirement letter on or before February 15, the teacher will not be eligible for re-employment by the District for the following school year except as a substitute teacher or unless he/she reapplies for a vacant position for which he/she is qualified.**

5.03 Teacher Absence and Substitutes

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to call the designated substitute service. If possible, such notification should be made the evening prior to the time of absence, or no later than 6:30 a.m. This will help to provide time for obtaining a substitute teacher.

5.04 Event Supervision

Teachers will be expected to work school district events as assigned by the District and may be paid at a rate determined by the District. Pay for working at these events is listed below.

Supervision (when needed) - HS \$40 MS \$30	Announcer	\$40
Tickets - Football \$30 Others \$40	Football Chains	\$30
Book/Clock per game - Varsity \$35, JV \$30, MS \$25	Volleyball Lines	\$35
Concessions - FB \$50 Others \$40	Scrimmage Official	\$35
Wrestling Tournament Manager \$50	Dance Chaperone	\$30

5.05 Summer School Assignments

When possible, summer school assignments should be made known on or before June 1st. All current 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. Such contracts are not subject to the nonrenewal provisions contained in section 118.22 of the Wisconsin statutes. Summer school employees will be compensated per the rate established by the Board.

5.06 Extended Contracts

Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers shall be compensated for said days according to Section 7.01(c) for each of the extended contract days. Days may be scheduled in full or partial day increments.

5.07 Staff In-Service Presentations – In District

The District can benefit from the training and expertise of its staff. Staff members who are interested in sharing their expertise and in receiving compensation for their efforts may provide presentations to staff in accordance with the following guidelines:

- A. Approval Process: Presentations beyond the normal scope of duties will be arranged and pre-approved through the Director of Curriculum & Instruction to qualify for compensation. Compensation is paid for presentations that occur outside of regular school hours.
- B. Preparation Compensation will be based on the established curriculum rate for each hour of the presentation.

SECTION 6. REDUCTION IN FORCE, POSITIONS & HOURS

6.01 Reasons for Reduction in Force

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

6.02 Notice of Reduction

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

6.03 Selection for Reduction

The needs of the District shall be the prime consideration used in the District's determination of which employees shall be non-renewed.

6.04 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: 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 must put his/her request in writing. Volunteers will be considered for non-renewal first. The District will provide the volunteer(s) with a nonrenewal notice if selected. Volunteers will be accepted by the District only 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 layoff (full layoff or a reduction in hours).
 1. Grade Levels/ Departments/certification area for the purpose of this section shall be defined as:
 - Elementary (PK-5) - All teachers will be considered.
 - Middle School and Senior High (6-12) - Teachers will be considered for nonrenewal from within the department (see definition below) in which the nonrenewal is deemed necessary. All teachers who teach two or more periods within that department will be considered for nonrenewal.
 - Departments: The term “departments” 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 the type of departments are at the discretion of the Board.
 2. The District shall utilize the following criteria for determining the employee in the affected department, as defined above, for nonrenewal:
 - Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
 - Qualifications as Established by the Board: Including, but not limited to specific skills, certification if applicable), training, District evaluations, etc.
 - Qualifications of the Remaining 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.
 - 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.

6.05 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*.

6.06 Reemployment Process

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

- A. Reemployment Period: Teachers 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 – All teachers 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*. Teachers on the reemployment list may apply for a vacant position according to the terms of this *Handbook*. The District may post vacancies in accordance with the terms of this *Handbook*.

6.07 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 substitute 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), substitute 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 substitute appointment or a temporary appointment, with the District.

6.08 Insurance Benefits Following Nonrenewal

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

6.09 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.

SECTION 7. PROFESSIONAL COMPENSATION

7.01 Salary Level

Promotion to the Next Level Requirements:

- A. The teacher completes a professional development activity with the advanced approval of the building principal.
- B. The teacher has completed all components of the required teacher evaluation system with no marks of unacceptable on the year end evaluation and the principal provides endorsement to advance.
- C. The teacher is not on a plan of improvement.

Less than Full Time Teachers:

- A. Part-time employees will receive the salary set forth in the *Handbook* in a percentage equal to the amount of their employment.
- B. The employee salary is based upon the regular school calendar.
- C. The employee's pro-rata daily rate and pro-rata hourly rate shall be determined in the following manner:
 - 1. The employee's scheduled annual salary divided by the number of calendar days equals the

pro-rata daily rate.

2. The pro-rata daily rate divided by eight (8) hours per day equals the pro-rata hourly rate.

Long Term Substitute:

- A. Qualifications: All substitute teachers shall have valid and legal certification if possible. Long term substitutes are defined as as subbing 20 consecutive days in one classroom and will receive a contract. Such contracts are not subject to section 118.22 of the Wisconsin Statutes. See Substitute/Temporary Employees in the Definition section of this handbook.
- B. Compensation
 1. Long term substitutes are paid by the Board of Education at the rate established by the Board.
 2. Long term substitutes will be paid only for days actually taught or at the discretion of the District Administrator.
 3. The substitute will earn Level 1 salary in accord with the compensation plan without regular benefits.

7.02 Initial Salary Level Placement

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

7.03 Curriculum Planning Projects

The District may request an employee to work on projects that are outside the terms of the individual employee's contract. Employees will be compensated by the Board established rate. The length of time and maximum number of hours for completion of the project shall be determined by the employee's immediate supervisor in his/her sole discretion. In order to be compensated, teachers should submit on a bi-weekly basis the time they work on such projects.

7.04 National Board Certification

An employee who earns certification from the National Board for Professional Teaching Standards subsequent to July 1, 2013, or a Master Teacher designation if the National Board for Professional Teaching Standards is not available in the employee's certification area, shall have his/her salary increased \$1,000 (minus applicable taxes and other deductions) for two consecutive years to a maximum \$2,000. This shall be a one-time increase in the employee's salary and shall immediately cease if the employee fails to retain such certification. This is not retroactive.

7.05 In-Service and Other Training

The District may require teachers to attend in-service and other training, either of which may occur outside of the employee's regular hours of work. Additional compensation (if any) for such training shall be at the rate established by the Board.

7.06 Reading Certification (#316)

An employee who earns a Department of Public Instruction-approved #316 reading certificate shall have his/her supplemental salary increased by \$1,000. The salary increase shall cease if the employee does not maintain the certification during their employment with the school district. Current employees, as of July 1, 2013, who possess a #316 reading certificate are eligible for the \$1,000 stipend immediately, unless the license is required as part of their current teaching assignment, i.e. Title I, etc. Current employees, as of July 1, 2016 who earn six (6) credits towards a #316 certification in a performance point cycle will be eligible for a \$500 stipend, unless the license is required as part of their current teaching assignment, i.e. Title I, etc.

7.07 Master's Degree

Teachers **who have earned** ~~whose position does not require~~ a Master's Degree may receive the \$3,000 stipend. Master's Degree programs must be from a university accredited by the Council for Higher Education Accreditation (CHEA) and/or U.S. Department of Education. Prior to beginning course work a teacher must complete a Degree Approval Form and the form be approved by the District Administrator. School district approved programs shall include:

- Master's Degree in the individual's current teaching assignment area.
- Master's Degree directly related to an individual's current teaching assignment which would be beneficial to the District.
- Master's Degree in Educational Leadership (Administration Certification)
- Master's Degree in an area not related to the current teaching area, but would be beneficial to the school district and preapproved by the District Administrator.
- Master's Degree which is requested by the District.

A person may obtain their Master's Degree credits any time during their employment or they may be hired with a Master's Degree. Staff members must complete a Degree Approval Request form and gain approval from the District Administrator. Master's degrees must be awarded by **September 1st** ~~June 30~~ of the contract year in order to be applied to the next school year's teaching contract. ~~Master's Degrees earned prior to July 1st 2016 will receive the Master's Degree stipend.~~

SECTION 8. INSURANCES

8.01 Dental Insurance

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least 30 hours per week is eligible to participate in the District's dental insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 30 hours per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

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

- a. Coverage under one family plan; or
- b. Two single plans

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

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

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay \$247.00 of the single premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.
2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay \$700.00 of the family premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

8.02 Health Insurance

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least thirty (30) hours per week is eligible to participate in the District's health insurance. Employees whose assignments are for less than thirty (30) hours per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - Coverage under one family plan; or
 - Two single plans

- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of the first full month of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* terminate according to the following schedule:
1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
 2. If an employee resigns, retires or is terminated who has completed the school year, his/her insurance benefits shall terminate in accordance with the insurance policy or August 31st, whichever occurs first.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay 88% of a \$3,000 deductible plan, 93% of a \$4,000 deductible plan or 98% of a \$5,000 deductible plan. Employees shall be responsible for the remaining portion of the premium.
2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay 88% of a \$6,000 deductible plan, 93% of a \$8,000 deductible plan or 98% of a \$10,000 deductible plan. Employees shall be responsible for the remaining portion of the premium.

- D. Waiver of Premium: If an employee becomes disabled and is covered under the District's Long-Term Disability insurance the District will pay the amount of a single premium toward the health insurance premium during the period of disability not to exceed the terms of the Long-Term Disability insurance policy.

E. Health Savings Accounts: To be paid in equal bimonthly installments.

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay One Thousand Five Hundred Dollars (\$1,500.00) annually to the HSA.

2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay Three Thousand Dollars (\$3,000.00) annually to the HSA.
3. Contributions: The first half of the HSA benefit will be deposited July 10th and the 2nd half will be February 10th.

8.03 Liability Insurance

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

8.04 Life Insurance

The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. The current certificate for the reduction schedule of basic life and AD&D policies is available upon request in the district office.

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at thirty (30) hours per week is eligible to participate in the District's life insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than thirty (30) hours per week are not eligible to participate in the District's life insurance plan.

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

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the school year, his/her life insurance benefits shall terminate in accordance with the insurance policy or June 30th, whichever occurs first.

C. Premium Contributions: The District shall pay 100% of the premium for a term life insurance policy in the amount of one (1) times the employee's annual salary.

8.05 Long-term Disability

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

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least thirty (30) hours per week is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than thirty (30) hours per week are not eligible to participate in the District's long-term disability insurance plan.

B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of the first full month of employment and continue for a full twelve (12) month period. The

long-term disability insurance benefits described in this *Handbook* terminate according to the following schedule:

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

C. Premium Contributions: The District shall pay 100% for long-term disability insurance. The benefits will be no less than sixty-six percent (66%) up to ninety percent (90%) of the employee's monthly wages. Coverage shall begin after the 90th consecutive calendar day of disability and continue until the employee is eligible to work or after 24 months or becomes eligible for social security.

8.06 Wisconsin Retirement System (WRS) Contributions

The Board will contribute the employer's required share to the Wisconsin Retirement System for eligible employees. The employee will pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution.

SECTION 9. OTHER EMPLOYMENT BENEFITS

9.01 Personal Days Provided

- A. Full-time employees shall be entitled to three (3) days of personal leave each employment year.
- B. Part-time employees shall be entitled to three (3) days of personal leave each employment year. Leave will be on a prorated basis based upon the number of hours they are scheduled to work.
- C. A "day" of personal leave is defined the same as a "day" of sick leave and may be used in the same increments as sick leave, half-day increments only.

9.02 Unused Personal Days

Employees are allowed to carry-over two personal days to the following year. The maximum number of consecutive days that an employee is allowed to take is three. The District Administrator, with two weeks' notice from the employee, may allow for five consecutive days to be taken for special events once every five years with three years of consecutive employment. By July 10th of each year any unused personal days, over two, for full time employees will be paid out at the rate of \$100 /day. For part-time employees unused personal days shall be paid out on a prorated basis. Employees will not vest in this payout benefit unless they complete the term of the school year in which they were granted the paid personal leave days. For purposes of this provision, the end of the school year is considered June 30th. As such, if an employee resigns with an effective date that precedes the end of the school year or is terminated prior to the end of the school year, the employee shall not be entitled to receive a payout for any unused personal leave days granted prior to the termination date or resignation effective date. Any leaving Employee who finishes the school year in good standing (not terminated) will be paid out for all accumulated personal days. If the Board of Education issues an employee final notice of contract non-renewal, but the employee completes the contract term, he/she will be entitled to receive this benefit.

9.03 Personal Leave Day Restrictions

The personal leave day will not be granted during the first or last week of a school year, on a parent-teacher conference day or on an in-service day. Personal leave during these periods may be approved at the discretion of the District Administrator or his/her designee. Compensation shall not include payment or reimbursement of expenses. In addition, personal leave shall not be used to attend or to participate in activities designed to embarrass or discredit the District.

9.04 Approval of Personal Leave and the Total Number of Employees on Personal Leave

- A. A request submitted through Absence Management to the Administrator shall be made as far in advance as possible, normally not less than five (5) days. Emergencies may prohibit advance submission through Absence Management.
- B. The Administrator has the right to approve or disapprove all requests.
- C. No more than four (4) teachers 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 employee limit as outlined above.

9.05 Personal Leave Increments

Personal leave may be allowed in increments of one-half of the employees scheduled work day.

9.06 Sick Leave

Part-time employees working a minimum of twenty (20) hours per week will receive sick leave on a pro-rated basis.

9.07 Accumulated Sick Leave

Sick leave will accumulate on a pro-rated basis for part-time employees.

9.08 Unused Sick Leave

Any unused accumulated sick leave, upon legal retirement or eligible for retirement, with ten (10) years of service to the district, will be paid at a rate of \$50 per day and with twenty (20) years of service to the district, will be paid by July 10th at a rate of \$100 per day for full time and on a pro-rated basis for part-time. Available only at separation from employment.

9.09 Overused Personal Leave

If an employee has used more personal leave days than he/she has earned at the time the employment relationship is severed, the district may deduct a sum equal to the personal leave days used, but unearned from any earned but unpaid salary/wages.

9.10 Post Retirement

A post-employment benefit is available to teachers who meet the following eligibility criteria.

- A. The District will make an annual contribution of \$1,500 into an HRA premium only account on the teacher's behalf. The District will make this annual contribution for up to 20 years of service in the District. If a teacher works beyond his/her 20th year in the District, the District will not make any further contributions into the teacher's HRA premium only account. In other words, the maximum total District contributions shall not exceed \$30,000. The District will make the annual contribution at the end of each fiscal year in which the teacher completes the term of his/her contract term.
- B. To be eligible to receive this post-employment benefit:
 - 1. The teacher must work in the District for a minimum of twenty (20) years and be in good standing with the District at the time of his/her resignation; or,
 - 2. The teacher must retire from the District and be at least 55 years of age. If a teacher retires from the district and is at least 55 years of age, he/she will receive only the contributions the District has made to his/her HRA premium only account up to the point in which the teacher retires (e.g., a full-time teacher who retires from the district at age 55, but who has only worked in the District for three years, would receive only \$4,500 (3 contributions of \$1,500)) plus any accrued interest.
- C. If a teacher leaves the District prior to completing his/her twentieth (20) year of service and does not retire from the District (or is terminated or no renewed), all funds in the HRA

- premium only account will revert back to the District. In other words, a teacher who leaves prior to completing his/her twentieth year of service and who does not retire from the District (or is terminated or no renewed), forfeits the benefits and HRA contributions described herein.
- D. The District will make prorated annual contributions for part-time teachers in accordance with their percentage of FTE (e.g., a .5 FTE teacher would receive an annual contribution of \$750).
 - E. As the District transitions to this benefit, the Board in its sole discretion may provide a teacher who has twenty (20) or more years of service in the District with an annual HRA premium only contribution in an amount greater than \$1,500 until the District's total contributions equal \$30,000. This provision is intended to "catch-up" those employees whose district-provided contributions up to this point do not match their years of service in the District (up to a maximum of 20).
 - F. Any teacher terminated for just cause shall be ineligible to receive this benefit regardless of his/her years of service or age at the time of termination.

Part III



Non-Exempt Staff Without Individual Contracts Under §118.21, Wis. Stats. Or §118.24, Wis. Stats.

SECTION 1. DISCIPLINE AND DISCHARGE

1.01 Standard for Discipline and Termination

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

1.02 Representation

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

1.03 Disciplinary Materials

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

SECTION 2. HOURS OF WORK AND WORK SCHEDULE

2.01 Letter of Assignment for Non-Instruction Staff

A. New Hire Letter of Assignment

Upon being hired, non-exempt employees who do not hold individual employment contracts will receive an initial letter of assignment that identifies the employee's position, the initial regular hourly wage, the normal number of daily/weekly scheduled hours of the position, and any other basic information about the position that the administration deems pertinent.

B. Changes in Job Assignments/Updated Assignment Letters

Notice of a change to any material information provided in an employee's letter of assignment may be provided either through an updated letter of assignment or through some other appropriate communication from the District to the employee. As a matter of practice, the District generally will not automatically issue a new formal letter of assignment solely due to an increase in an employee's hourly wage if the wage increase has been communicated to the employee in some other manner. Upon the request of an employee, the District will provide an updated letter of assignment that reflects the then-current status of the employee's position (including the employee's current regular hourly wage).

C. Notice of Reasonable Assurance of Continuing Employment (School-Year Employees)

On or before the last day that a non-exempt, school-year employee is scheduled to work before each summer break, if the District expects to employ the employee in the next school year in a reasonably similar capacity within the meaning of section 108.04(17) of the Wisconsin Statutes, then the District will provide the employee with sufficient "reasonable assurance" of such

2.02 Regular Workday and Starting and Ending Times

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

2.03 Regular Work Week

A regular work week is forty (40) hours or less. The regular work week is five (5) consecutive days unless the immediate supervisor assigns the employee to a different work schedule. This section shall not be

construed as a guarantee or limitation on the number of hours per day or hours in a work week which may be scheduled or required by the District.

2.04 Part-time Employees

A regular schedule of hours shall be prepared for part-time (less than 30 hours per week) employees. Such schedule shall be made known to the affected employees.

After two years from their hiring anniversary in the Turtle Lake School District, part-time classroom paraprofessionals may move to full-time status. This only applies to classroom paraprofessionals and is voluntary.

2.05 Additional Hours and Overtime - Approval and Assignment

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

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

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

2.06 Lunch Period

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

2.07 Breaks

Employees scheduled to work at least four (4) hours per work day shall receive one (1) fifteen (15) minute paid break. Employees scheduled to work at least eight (8) hours per work day shall receive two (2) fifteen (15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor. Breaks shall not be used to extend the end of the day.

2.08 Electronic Time Recording of Hours Worked

Electronic time recording shall be used by all employees. Employees are responsible for their own time recording. If an employee leaves the premises for any personal reason, the time is to be recorded as to the time out and time in upon return.

2.09 Emergency School Closings

A. All custodians and office support personnel may report to work when school is closed due to inclement weather or situations beyond the control of the District. Custodians and office support personnel may be allowed to take vacation time or unpaid time off if they choose not to report. Unpaid time off will not require repayment of health or dental insurance.

B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. The first two days will be paid based on the employee's normal schedule. On the third day and following, employees not at work when school is closed for an emergency shall not be paid for that day. If the day is not rescheduled, the employee may choose to take that day from their vacation or personal days. Employees shall be required to make days up in the event that the District

- schedules make-up days. Unpaid time off will not require repayment of health or dental insurance.
- C. If employees report to work and a decision to close schools is made after that time; those employees will be paid only for the actual hours worked. On such a day, those employees may elect to take the lost time from their vacation, unpaid time off or personal days for the partial school closing.
 - D. Due to the time a Little Laker Club employee must report to work, they will be compensated for a minimum of one hour of work if school is canceled.

2.10 Call-In Pay

Employees called in to work hours outside of their regular work schedule that are not contiguous with their regular work schedule, except as noted below, shall be paid no less than two (2) hours pay. The District may, at its discretion, require such employees to work the full two (2) hour period. Notwithstanding the preceding, employees notified in advance to open the building for a special event (e.g., use of school District facilities by an outside agency or for co-curricular events) will be paid solely for the time that the employee is required to be at the District.

2.11 Attendance at Meetings

Notwithstanding any provision to the contrary in Part III, section 2.10, employees required to attend meetings called or scheduled by the Employer shall be paid solely for all hours spent in attendance at such meetings.

2.12 Unpaid Time Off

All personal and/or vacation days must be used before unpaid time off will be considered for approval.

2.13 Compensation for Travel Time

The District will compensate employees for all hours worked, including qualifying travel time, as required by state and federal wage and hours laws. Time spent traveling during an employee's normal workday pursuant to his/her duties, or as otherwise directed by the District, is treated as compensable.

For special circumstances of travel not normally expected of an employee (e.g., a day trip out of the district, but within the scope of employment), employees should first (1) receive prior written authorization from his/her supervisor, (2) contact the District Administrator to confirm what hours will or will not be considered compensable, and (3) record the travel hours worked as directed by the District Administrator. If an employee fails to satisfy these requirements, he/she will still be paid for hours worked as required by law, but he/she may also be disciplined for failure to comply with these requirements at the District's discretion.

Employees expecting to receive expense reimbursement related to travel on District business must comply with requirements contained in Part III, Section 8.03 of this handbook.⁵

SECTION 3. REDUCTION IN FORCE, POSITIONS & HOURS

3.01 Reasons for Reduction in Force

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

3.02 Notice of Reduction

The District will give at least thirty (30) calendar day notice of any reduction in force. The notice shall specify the effective date, and that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address.

3.03 Selection for Reduction

The needs of the Employer shall be the prime consideration used in the Employer's determination of which employees shall be reduced. The decision whether to rehire employees that have been reduced shall be determined by the Employer based on its need for the most qualified person to perform the available work.

3.04 Reduction in Hours

Employees whose hours are partially reduced shall not lose any benefits they have accrued. Benefits are defined as length of service, sick leave, and vacation earned as an employee. Such individuals shall be treated as part-time employees under this *Handbook*.

3.05 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 reductions.
- B. Step Two - Volunteers: Volunteers may be reduced first. The District will provide the volunteer(s) with a notice in accordance with section 3.02. Requests for volunteers will be sent to employees within each job category. An employee who volunteers will put his/her request in writing. Volunteers will be accepted by the District only if, in the District's opinion, the remaining employees in the job category are qualified to perform the remaining work.
- C. Step Three - Selection for Reduction: The District shall follow the guidelines below to select the employee in the affected job category for full or partial reduction in hours.
 1. Job categories for the purpose of this section shall be defined as:
 - i. Custodial/Maintenance Employees
 - ii. Secretaries
 - iii. Para-Educators
 2. The District shall utilize the following criteria in order of application for determining the employee for full or partial reduction in hours:
 - i. 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.
 - ii. Qualifications as established by the Board: Including, but not limited to specific job skills, certification (if applicable), training, district evaluations, etc.
 - iii. Qualifications of the Remaining Employees in the affected job category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need.

3.06 Insurance Benefits

Please see Part I, Section 14.10, COBRA, for an explanation of insurance continuation options.

3.07 Accrued Benefits

Employees whose hours are fully reduced shall suffer no loss of sick leave, vacation or other accrued benefits if rehired within 24 months. Sick leave days, vacation, and length of service time shall not accrue while an employee is not working for the District.

3.08 Other Employment during Layoff

No employee whose hours have been partially or fully reduced shall be precluded from securing other employment.

SECTION 4. ASSIGNMENTS, VACANCIES AND TRANSFERS

4.01 Determination of Assignment

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

4.02 Job Posting

When a position becomes vacant or a new position is created, notice of such available position may be posted internally and externally simultaneously for a minimum of ten (10) working days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted per the district hiring guidelines. The notice (if any) may include the date of posting, the job requirements, classification, a description of the position available, the tentative work hours of the position, the rate of pay for the position, and the qualifications required for the position. The District reserves the right to determine when a vacancy exists and to fill positions via staff transfers without first posting open positions as “vacant.”

4.03 Interviews

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

4.04 District Ability to Select the Most Qualified Applicant

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

4.05 District Ability to Determine Job Description

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

4.06 Involuntary Transfers

When the District determines that an involuntary transfer of an employee is necessary, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference with his/her immediate supervisor.

SECTION 5. PAID VACATION

5.01 Notice

Each employee shall have available their total number of vacation days in Absence Management.

5.02 Calendar Year (two hundred and sixty (260) scheduled work days) Full-Time Employees

Paid vacation will be provided to calendar year full-time employees according to the following schedule for employees hired after July 1, 2017. For employees hired prior to July 1, 2017 three (3) days will be added to their vacation days in lieu of personal days. Partial year employee vacation days will be prorated using the school year.

Number of Years Worked	Vacation Days Earned
Year 1	6 days/year One day/month during first six months
Years 2-5	10 days/year
Starting with Year 6	10 days plus 1 day added for each year to 15 days

Beginning with year 11	One additional day added not to exceed 20 days
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5.03 School Year Full-Time and Part-Time Employees

Three (3) vacation days will be provided to full-time (more than 30 hours per week) school year employees. Three (3) pro-rated vacation days will be provided to part-time (less than 30 hours per week) school year employees. Employees are allowed to carry-over two vacation days to the following year. The maximum number of consecutive days that an employee is allowed to take is three. The District Administrator, with two weeks' notice from the employee, may allow for five consecutive days to be taken for special events once every five years with three years of consecutive employment. By July 10th of each year any unused personal days, over two, for full time employees will be paid out at the rate of \$60/day. For part-time employees unused personal days shall be paid out on a prorated basis. Employees will not vest in this payout benefit unless they complete the term of the school year in which they were granted the paid personal leave days. For purposes of this provision, the end of the school year is considered June 30th. As such, if an employee resigns with an effective date that precedes the end of the school year or is terminated prior to the end of the school year, the employee shall not be entitled to receive a payout for any unused vacation leave days granted prior to the termination date or resignation effective date. Any leaving employee who finishes the school year in good standing (not terminated) will be paid out for all accumulated vacation days.

5.04 Scheduling of Vacation

Vacation time may be taken in **15 minute intervals** ~~full or half days~~ as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days' notice must be approved by the District Administrator and/or his/her designee. The supervisor has the right to approve or disapprove all requests.

5.05 Unused Vacation (carry over) Full-Time Calendar Year Employees

Any employee that is eligible for vacation shall be allowed five (5) days of their annual allocation to be carried over to the following year. Any days above the five (5) will be forfeited.

5.06 Payment upon Termination/Transfer to a Position Not Eligible for Vacation

Vacation days shall be earned for each month of service. Vacation, though credited at the beginning of each fiscal year, is vested only upon completion of the work year. If an employee is terminated or resigns prior to the completion of the school year, he/she will be credited only with those days earned at the time employment is severed and a sum equal to the actual days used but not earned would be deducted from the remaining pay. Deductions will be based on paid vacation leave earned per month of employment.

5.07 Holidays during Vacation

Should a paid holiday fall during an employee's vacation period, the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

SECTION 6. EMERGENCY DAYS

6.01 Part Time Employees (less than 30 hours per week)

Emergency days may be granted with the approval of Administration and will be deducted from accumulated sick leave days.

SECTION 7. HOLIDAYS

7.01 Holidays Defined

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

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

January 1	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Spring Holiday	Christmas Eve
July 4	Christmas Day
Labor Day	

B. Employees working other than a full calendar year

January 1	Thanksgiving Day
Christmas Day	Memorial Day
Labor Day	Spring Holiday

7.02 Holidays Falling on Weekends

If any of the holidays listed above falls on a Saturday, the preceding workday shall be observed as the holiday or as approved by the immediate supervisor. If any of the above-named holidays falls on a Sunday, the following workday shall be observed as the holiday or as approved by the immediate supervisor.

7.03 Holidays during Vacation

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

7.04 Eligibility for Holiday

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

SECTION 8. WAGE COMPENSATION AND EXPENSES

8.01 Wage Schedule

Salary adjustments will be determined by the board to be effective July 1st with a minimum of six months of employment.

8.02 Uniforms

- A. Uniforms: All custodial employees of the District may, at the discretion of the District, be required to wear a District-approved uniform while on the job. The uniforms may consist of a combination of work shirts and/or work pants. The District shall furnish new uniforms on a schedule established by the District. Employees shall be required to clean and maintain their work shirts.
- B. Personal Protective Equipment: The Board shall provide for all custodial staff the protective clothing and equipment necessary to perform their jobs. Such clothing and equipment shall be limited to the following items: nonprescription safety glasses, rain jackets, rain pants, boots, and overalls. The Board reserves the right to determine the style and the type of protective gear to be used. Any employee who receives protective gear shall be responsible for such items and shall sign for receipt of the item in acceptable condition. All items of protective clothing shall remain the property of the Board and shall be worn while working on an assigned school job. All issued items

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

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

8.03 Expenses

Employees required, or approved, by the District to attend conferences, seminars, and in-service training sessions shall not receive reimbursement for travel, meals, lodging, and registration unless prior approval has been received. Employees will be reimbursed for the actual cost with prior approval.

SECTION 9. JOB-RELATED TRAINING AND LICENSURE

9.01 In-Service Training

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

SECTION 10. EMPLOYEE EVALUATIONS

10.01 Evaluation

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

10.02 Procedures and Instruments

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

10.03 Frequency

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

10.04 Receipt of Evaluation

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

10.05 Comments, Disputes

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

10.06 Evaluators

The Employer shall have the sole right to determine whether or not employees shall be evaluated and by which supervisory personnel.

SECTION 11. RESIGNATION FROM EMPLOYMENT

11.01 Notice of Termination of Employment

Employees will give written notice of termination of employment, as soon as possible, preferably at least ten (10) working days prior to the effective date of resignation. The District's obligation to pay its share of the employee's insurance benefits will terminate at the end of the month in which the employee works his/her last day.

SECTION 12. INSURANCES

12.01 Dental Insurance

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

A. Eligibility

1. School year employee

An employee whose individual letter of assignment has an assignment of at least thirty (30) hours per week is eligible to participate in the District's single dental insurance. Note: Employees whose assignments with a minimum of 7 ½ hours per day existed prior to 2012-2013 will be grand-fathered for full dental benefits until that time of retirement or separation from employment. (The Board reserves the right to modify and/or discontinue this benefit at their discretion.)

2. Calendar year employee

An employee whose individual letter of assignment has an assignment of at least thirty (30) hours per week is eligible to participate in the District's dental insurance.

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

C. Premium Contributions:

1. School year employee

The District shall pay no more than \$247.00 annually of the single premium of the dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

2. Calendar year employee

a. Single Coverage: The District shall pay no more than \$247.00 annually of the single premium of the dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

b. Family Coverage: The District shall pay no more than \$700.00 annually of the family premium of the dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

12.02 Health Insurance

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

A. Eligibility.

1. School year employee

An employee whose letter of assignment has an assignment of at least thirty (30) hours per week is eligible to participate in the District's health insurance. (The Board reserves the right to modify and/or discontinue this benefit at their discretion.)

2. Calendar year employee

An employee whose individual letter of assignment has an assignment of at least thirty (30) hours per week is eligible to participate in the District's health insurance.

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

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District will pay no more than 88% of the single premium of the health insurance plan. Employees are responsible for the remaining portion of the premium.

2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District will pay no more than 88% of the family premium of the health insurance plan. Employees are responsible for the remaining portion of the premium.

D. Waiver of Premium: If an employee becomes disabled and is covered under the District's Long-Term Disability insurance, the District will pay the amount of a single premium toward the health insurance premium during the period of disability, not to exceed the terms of the Long-Term Disability insurance policy.

E. Health Savings Accounts (HSA):

To be paid in equal bimonthly installments.

1. Single Coverage:- For employees who are eligible for single coverage, the District shall pay one thousand five hundred dollars (\$1,500) to the HSA.
2. Family Coverage: For employees who are eligible for and select family coverage, the District shall pay three thousand dollars (\$3,000) to the HSA.
3. Contributions: The first half of the HSA benefit will be deposited on July 10th, and the 2nd half will be February 10th.

12.03 Liability Insurance

The School Board shall carry liability insurance that 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.

12.04 Life Insurance

The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. The current certificate for the reduction schedule of basic life and AD&D policies is available upon request in the district office.

- A. Eligibility: An employee whose individual letter of assignment has an assignment of a minimum of thirty (30) hours per week is eligible to participate in the District's life insurance. Note: Employees whose assignment with a minimum of 7 ½ hours per day existed prior to 2012-2013 will be grandfathered for full life insurance benefits until the time of retirement or separation from employment. (The Board reserves the right to modify and/or discontinue this benefit at their discretion.) Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of the first full month of employment. The insurance benefits described in this *Handbook* shall cease at the end of the month the resignation or termination becomes effective.
- C. Premium Contributions: The District shall pay 100% of the premium for a term life insurance policy in the amount of one (1) times the employee's annual salary.

12.05 Long-Term Disability

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

- A. Eligibility: An employee whose individual letter of assignment has an assignment of a minimum of thirty (30) hours per week is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of the first full month of employment. The insurance benefits described in this *Handbook* shall cease at the end of the month the resignation or termination becomes effective.
- C. Premium Contributions: The District shall pay 100% for long-term disability insurance. The benefits will be not less than sixty-six percent (66%) and no more than ninety percent (90%) of the employee's monthly wages. Coverage shall begin after the 90th consecutive calendar day

of disability and continue until the employee is eligible to work or after 24 months or becomes eligible for Social Security (whichever comes first).

12.06 Wisconsin Retirement System (WRS) Contributions

The Board will contribute the employer's share to the Wisconsin Retirement System for eligible employees. The employee will pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances will the Board pay the employee's required WRS contribution.

SECTION 13. OTHER EMPLOYMENT BENEFITS

13.01 Unused Sick Leave and Sick Leave Payout

By July 25th of each year, any accumulated sick leave beyond the employee's accumulated sick leave maximum of 90 days is to be paid out at a rate of \$60 per day. At retirement, with 20 years or more of service to the School District of Turtle Lake, the employee's accumulated sick leave is to be paid out at the rate of \$60 per day.

EMPLOYEE ACKNOWLEDGMENT

2025-2026

(To be signed and returned to the District Administrator of the Turtle Lake School District.)

I hereby acknowledge that it is my responsibility to access the ***Turtle Lake School District's Employee Handbook*** online. My signature below indicates that I agree to read the *Handbook* and abide by the standards, policies and procedures defined or referenced in that document. It is also important to know that additional regulations, policies and laws are in the District Board Policies Manual. The *Employee Handbook* and the Board Policies Manual can be located in the District Office or via Educator Access accessible to staff. The *Employee Handbook*, Board Policies Manual, and Administrative Regulations can be found under the heading "policies." The information in this *Handbook* is subject to change. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this *Handbook*. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. I understand that this *Handbook* does not constitute an employment contract or alter my status as an at-will employee unless specifically addressed for those employees covered by Part II or Part III or Part IV. I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract (if applicable). If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

Printed Name

Signature

Date

(Supervisors are to maintain this page in the employee's personnel file. After the employee ceases employment with the District, the District will maintain this record pursuant to its records retention schedule, or if none, for a period of no less than 7 years.)

APPENDIX A

The FLSA requires employers to:

- Pay all covered nonexempt employees, for all hours worked, at least the Federal minimum wage of \$7.25 per hour effective July 24, 2009;
- Pay at least one and one-half times the employees' regular rates of pay for all hours worked over 40 in the workweek;
- Comply with the youth employment standards; and
- Comply with the recordkeeping requirements

Compensatory Time:

Under certain prescribed conditions, employees of State or local government agencies may receive compensatory time off, at a rate of not less than one and one-half hours for each overtime hour worked, instead of cash overtime pay. Law enforcement, fire protection, and emergency response personnel and employees engaged in seasonal activities may accrue up to 480 hours of comp time; all other state and local government employees may accrue up to 240 hours. An employee must be permitted to use compensatory time on the date requested unless doing so would "unduly disrupt" the operations of the agency.

APPENDIX B

EMPLOYMENT POSTERS

EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

FEDERAL MINIMUM WAGE

\$7.25

PER HOUR

BEGINNING JULY 24, 2009

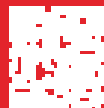
The law requires employers to display this poster where employees can readily see it.

OVERTIME PAY	At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.
CHILD LABOR	An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.
TIP CREDIT	Employers of "tipped employees" who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.
NURSING MOTHERS	The FLSA requires employers to provide reasonable break time for a nursing mother employee who is subject to the FLSA's overtime requirements in order for the employee to express breast milk for her nursing child for one year after the child's birth each time such employee has a need to express breast milk. Employers are also required to 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 the employee to express breast milk.
ENFORCEMENT	The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA's child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.
ADDITIONAL INFORMATION	• Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions. • Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico. • Some state laws provide greater employee protections; employers must comply with both. • Some employers incorrectly classify workers as "independent contractors" when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA's minimum wage and overtime pay protections and correctly classified independent contractors are not. • Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



3000-107-01

WISCONSIN FAIR EMPLOYMENT LAW

Section 111.31-111.395 Wisconsin Statutes and DWD 218 Wisconsin Administrative Code requires that all employers prominently display this Poster in all places of employment.

It is unlawful to discriminate against employees and job applicants because of their:

- ▶ Sex
- ▶ Color
- ▶ Ancestry
- ▶ Disability
- ▶ Marital Status
- ▶ Race
- ▶ Creed (Religion)
- ▶ Age (40 or Over)
- ▶ Declining to Attend a Meeting or Participate in any Communication About Religious or Political Matters
- ▶ Use of Lawful Products
- ▶ Arrest or Conviction
- ▶ Honesty Testing
- ▶ National Origin
- ▶ Pregnancy or Childbirth
- ▶ Sexual Orientation
- ▶ Genetic Testing
- ▶ Military Service

This law applies to employers, employment agencies, labor unions and licensing agencies.

Employers may not require certain types of honesty testing or genetic testing as a condition of employment, nor discipline an employee because of the results.

Employees may not be harassed in the workplace based on their protected status nor retaliated against for filing a complaint, for assisting with a complaint, or for opposing discrimination in the workplace.

There is a 300-day time limit for filing a discrimination complaint.

For more information or a copy of the law and the administrative rules contact:



**STATE OF WISCONSIN
DEPARTMENT OF WORKFORCE DEVELOPMENT
EQUAL RIGHTS DIVISION**



201 E WASHINGTON AVE ROOM A100
PO BOX 8928
MADISON WI 53708-8928

Telephone: (608) 266-6860
TTY: (608) 264-8752

819 N 6TH ST
ROOM 723
MILWAUKEE WI 53203

Telephone: (414) 227-4384
TTY: (414) 227-4081

Website: <http://dwd.wisconsin.gov/er/>

The Department of Workforce Development is an equal opportunity employer and service provider. If you have a disability and need to access this information in an alternate format or need it translated to another language, please contact us.

ERD-4531-P (R. 05/2014)

Employee Protections Against Use of Honesty Testing Devices (Wis. Stat. § 111.37)

Employers who use honesty testing must display this poster in one or more conspicuous places where notices to employees are customarily posted.

Under Wisconsin law, requiring or requesting that an employee or applicant take an honesty test (lie detector) is unlawful or heavily regulated. Further, employers may not discriminate against a person who refuses to take a test or objects to its use.

Exceptions

An employer may **request** that an employee take a test in connection with an investigation involving economic loss or injury to a business if the employee is a reasonable suspect.

Honesty tests can be **used** by law enforcement agencies and certain businesses engaged in providing security services, alarm systems, and who manufacture, distribute or sell controlled substances.

Employee & Applicant Rights

Any legally permitted honesty test is subject to strict safeguards, including an examinee's right to proper notice, the right to discontinue a test at any time and the right to advance written notice of the questions to be asked.

Enforcement

Victims of unlawful honesty testing may file a complaint within 300 days after the date the unfair honesty testing occurred, at one of the offices below.

STATE OF WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT EQUAL RIGHTS DIVISION

STREET ADDRESS:

201 E WASHINGTON AVE ROOM A100
MADISON WI 53703

819 N 6th ST ROOM 723
MILWAUKEE WI 53203

MAILING ADDRESS:

PO BOX 8928
MADISON, WI 53708-8928

PO BOX 7997
MADISON, WI 53707-7997

Telephone: (608) 266-6860
TTY: (608) 264-8752

Telephone: (414) 227-4384
TTY: (414) 227-4081

Website: <http://dwd.wisconsin.gov/er/>

The Department of Workforce Development is an equal opportunity employer and service provider. If you have a disability and need to access this information in an alternate format or need it translated to another language, please contact us.

ERD-10861-P (R. 03/2019)

Notice to Employees About Applying for Wisconsin Unemployment Benefits

When To Apply

- You are totally unemployed,
- You are partially unemployed (your weekly earnings are reduced), or
- You expect to be laid off within the next 13 weeks and would like to start your benefit year early

IMPORTANT: Your claim begins the week you apply. To avoid any loss of benefits, apply the first week you are unemployed. Do not wait until the week is over.

Have This Information Ready To Apply:

- ☐ A username and password for filing online
- ☐ A valid email or mobile number
- ☐ Your social security number
- ☐ Your Wisconsin driver license or identification number
- ☐ Your work history for the last 18 months:
 - Employers' business names **
 - Employers' addresses (including zip code) **
 - Employers' phone numbers
 - First and last dates of work with each employer
 - Reason no longer working with each employer
- ☐ Your alien registration number, document number and expiration date, if you are not a U.S. citizen
- ☐ Form DD214 (Member 4 copy), if you served in the military in the last 18 months
- ☐ Form SF-50 or SF-8, if you are a federal civilian employee
- ☐ Name and local number of your union hall, if you are a union member

Notice to Employers: All employers covered by Wisconsin's Unemployment Insurance law are required to prominently display this poster where employees will easily see it. If employers do not have a permanent work site regularly accessed by employees, an individual copy is to be provided to each employee. For additional copies go online at: <http://dwd.wi.gov/dwd/publications/ui/notice.htm> or call 414-438-7705. **Please enter your UI Account business name and address in the box (at right) for employee reference.**

Notice to Employees: The federal Social Security Act requires that you give us your social security number. It will be used to verify your identity and determine your eligibility. If you do not provide your social security number, we cannot take your claim.

UCB-7-P (R. 10/2017)

How To Apply

STEPS TO APPLY ONLINE:

1. Type into the internet browser:
my.unemployment.wisconsin.gov
2. Read & accept Terms and Conditions
3. Create a username and password
4. Logon to access online benefit services
5. Complete your application

Apply Online During These Times

Sunday	9:00 AM – 5:00 PM
Monday – Friday	6:00 AM – 7:00 PM
Saturday	9:00 AM – 2:30 PM

**For help using online services or if you are truly unable to go online call
414-435-7069**

**during business hours:
Monday – Friday: 7:45 AM – 4:30 PM**

You may be asked to call back on a specific day of the week

For more information about unemployment insurance, visit our website:
unemployment.wisconsin.gov

STATE OF WISCONSIN



Department of Workforce Development

**** Employer Business Name & Address:**

DWD is an equal opportunity employer and service provider. If you have a disability and need assistance with this information, please dial 7-1-1 for Wisconsin Relay Service. Please contact the Unemployment Insurance Division at 414-435-7069 to request information in an alternate format, including translated to another language.

APPENDIX C

Circumstances in Which the Employer May Make Deductions from Pay

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; for penalties imposed in good faith for infractions of safety rules of major significance; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

APPENDIX D

FAMILY AND MEDICAL LEAVE POSTERS FAMILY AND MEDICAL LEAVE REQUEST FORM

SCHOOL DISTRICT OF TURTLE LAKE

Employee Request for Family Or Medical Leave

Employee Name:	
Today's Date:	
Employee Address:	
City:	
State:	Zip Code:

Does your spouse work for this company?

_____ Yes _____ No

Reason for taking leave: (*Check one*)

- ____ The birth and care of my newborn child or placement of a child with me for adoption or foster care.
- ____ To care for my spouse, child, or parent who has a serious health condition.
- ____ My serious health condition makes me unable to perform at least one of the essential functions of my job.
- ____ To care for my spouse, child, parent, or next of kin who is a covered service member for a serious injury or illness.
- ____ A qualifying exigency because my spouse, child, or parent is on covered active duty or call to covered active duty status in the Armed Forces.

Please complete the following section if leave will be taken continually for the entire period.

Date when leave will start: _____

Date when I will return to work: _____

Please complete the following section if leave will be taken intermittently.

Schedule of needed time off: _____

Employee signature: _____ Date: _____

Supervisor signature: _____ Date: _____

Employment Posters / Notices

Affordable Care Act – Notice to Employees of Coverage Options

For employers who offer a health plan to some or all employees:

English <https://www.dol.gov/sites/default/files/ebsa/laws-and-regulations/laws/affordable-care-act/for-employers-and-advisers/model-notice-for-employers-who-offer-a-health-plan-to-some-or-all-employees.pdf>

Spanish <https://www.dol.gov/sites/default/files/ebsa/laws-and-regulations/laws/affordable-care-act/for-employers-and-advisers/model-notice-for-employers-who-offer-a-health-plan-to-some-or-all-employees-spanish.pdf>

For employers who do not offer a health plan:

English <https://www.dol.gov/sites/default/files/ebsa/laws-and-regulations/laws/affordable-care-act/for-employers-and-advisers/model-notice-for-employers-who-do-not-offer-a-health-plan.pdf>

Spanish <https://www.dol.gov/sites/default/files/ebsa/laws-and-regulations/laws/affordable-care-act/for-employers-and-advisers/model-notice-for-employers-who-do-not-offer-a-health-plan-spanish.pdf>

Bone Marrow and Organ Donation Leave Act

English https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_18114_p.pdf

COBRA –

Model General Notice

English <https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/model-general-notice.docx>

Spanish <https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/model-general-notice-spanish.docx>

Model Election Notice

English <https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/model-election-notice.docx>

Spanish <https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/model-election-notice-spanish.docx>

Copyright Basics

English <http://www.copyright.gov/circs/circ01.pdf>

Employee Protections Against Use of Honesty Testing Devices - Wisconsin

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

Equal Employment Opportunity is the Law

English https://www.eeoc.gov/sites/default/files/2023-06/22-088_EEOC_KnowYourRights6.12.pdf

Spanish https://www.eeoc.gov/sites/default/files/2023-06/22-088_EEOC_KnowYourRightsSp6.12.pdf

EEO is the Law” Poster Supplement

English https://www.eeoc.gov/sites/default/files/2023-06/22-088_EEOC_KnowYourRights6.12.pdf

Spanish https://www.eeoc.gov/sites/default/files/2023-06/22-088_EEOC_KnowYourRightsSp6.12.pdf

Fair Employment Law - Wisconsin

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

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_s_p.pdf

Fair Labor Standards Act - Federal

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

Family and Medical Leave Act - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_s_p.pdf

Family and Medical Leave Act – Employee Rights and Responsibilities – Federal

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

*Information about the federal Family and Medical Leave Act also must be in your employee handbook.

Federal Requirements for Asbestos Management in Schools

English https://www.epa.gov/sites/production/files/documents/aherarequirements_1_0.pdf

Hazardous Chemicals in the Workplace?

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

Hours and Times of Day Minors May Work in Wisconsin

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

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

Job Loss? Important Information Workers Need to Know to Protect their Health Coverage and Retirement Benefits

<http://www.dol.gov/ebsa/pdf/dislocposter8.5x11.pdf>

Minimum Wage Rates - Wisconsin

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

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_s_p.pdf

Notice to Employees about Applying for Wisconsin Unemployment Benefits

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

Spanish http://dwd.wisconsin.gov/dwd/publications/ui/ucb_7_s_p.pdf

Hmong http://dwd.wisconsin.gov/dwd/publications/ui/ucb_7_h_p.pdf

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

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

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

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

Public Employee Safety and Health

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

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

([complete information from Dept. of Labor](#))

English <https://www.dol.gov/sites/dolgov/files/VETS/files/USERRA-Poster.pdf>

The School District of Turtle Lake does not discriminate on the basis of sex, race, color, age, national origin, ancestry, creed, religion, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability.