

WATERFORD UNION HIGH SCHOOL

EMPLOYEE HANDBOOK



2026-2027

Employee Acknowledgment

I hereby acknowledge that it is my responsibility to access the *Waterford Union High School District Employee Handbook* online. I agree to read the *Handbook* and abide by the standards, policies and procedures defined or referenced in this document.

It is also important to know that additional regulations, policies and laws are in the “District Board Policies Manual” and in the District’s Administrative Guidelines Handbook. The Board Policies Manual and Administrative Guidelines can be located on the District’s website at www.wuhs.us. The *Employee Handbook* is available in the District Office as well as on the shared Google staff drive/Staff Folder/Employee Handbook.

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. For those employees covered by Part II, 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 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.

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DISTRICT'S MISSION STATEMENT AND STRATEGIC PILLARS

MISSION STATEMENT

Waterford Union High School inspires all students to achieve high expectations and ensures that each student is prepared for college, career, and life.

STRATEGIC PILLARS

Learning and Academic Achievement

- State Report Card
- ACT
- College Readiness
- Career Readiness
- Life Readiness
- Model PLC Status

Student Climate and Culture

- Social Emotional Learning and Behavior Implementation
- Proactive Planning and Protocols for Safety
- Parent and Community Engagement

Fiscal Responsibility

- Audit
- Facility Planning
- Fund Balance
- Technology Plan
- Bond Rate

Stakeholder Engagement

- Student Engagement
- Staff Engagement
- Co-Curricular Participation

District Contact Information

Accidents	Main Office and District Office
Certification/Testing	District Administrator
District Policies/Procedures	District Administrator
Emergency/Security	District Office, Main Office, Building & Grounds Supervisor
Employment/Interviews:	
Admin./Professional	District Administrator
Teacher Paraprofessional	District Administrator
Non-contract – Maintenance/Ops.	Building & Grounds Supervisor
Non-contract – Transportation	District Administrator
Non-contract – Food Service	Taher Food Service
Co-Curricular	Athletic/Activities Administrator
Exit Interview (Admin./Professional)	District Administrator
Facilities	Building & Grounds Supervisor
Grievances:	
Personnel	District Administrator
Insurance	
Professional/Paraprofessional	District Administrator
Property and Casualty Losses	District Administrator
Non-Contract	District Administrator
Salary Reductions/Annuities	District Administrator
COBRA & FML	District Administrator
Worker's Compensation	District Administrator
Leave of Absence:	
Professional Sick Leave (FML)	District Administrator
Professional Temporary Disability	District Administrator
Hourly Sick Leave (FML)	District Administrator
Hourly Temporary Disability	District Administrator
Bereavement	District Administrator
Professional/Military	District Administrator
Media/Communications	District Administrator
Personnel File:	
Professional	District Administrator
Non-Contract Hourly	District Administrator
Professional Development:	
Professional	Principal
Paraprofessional	District Administrator
Hourly	District Administrator
Professional Library	Library Media Specialist
Resignations/Separations:	
Contract – Professional	District Administrator
Paraprofessional/Non-Contract Hourly	District Administrator
Co-Curricular	Athletic/Activities Administrator

Salary/Contracts/Letters of Assignment:

Professional District Administrator
Paraprofessional/Non-Contract Hourly District Administrator
Payroll District Administrator

Substitute Office Attendance ~~Main~~ Office

Transfer Procedures:

Professional District Administrator
Paraprofessional/Non-Contract District Administrator

District Emergency Procedures

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

Automated calls will be placed to employees' home phone numbers beginning at 5:00 a.m. or as soon as practicable using the District's Emergency Notification System (ENS) if conditions warrant the closing of schools. Staff may also be notified by the District's email service.

Local television and radio stations will also be notified by 5:00 a.m. or as soon as practicable. Please check the following if you do not receive a phone call or an email.

Television: Channels 4, 6, and 12

Radio Stations: WTMJ 620 AM

Information is also posted on the District website

Employees are encouraged to monitor these TV and radio stations.

Security

In case of an emergency call: 911

In case of a **Non-Emergency** call:

Phone:

Josh Wensing (414) 801-1733

Jenny Seefeld (262) 206-1969

Gabe Horvath (262) 470-9844

Luke Francois (608) 509-3395

Dan Foster (262) 758-4415

Ehren Klebenow (414) 839-6821

Jim McClowry (920) 205-6973

Adam Bell (262) 224-5765

Mark Peperkorn (414) 750-8296

~~Jill Stobber (262) 210-3356~~

District Office Numbers

Athletic Office:	(262) 534-3108
Athletic Office Fax:	(262) 534-3717
Attendance Office:	(262) 534-3150
District Office (Superintendent):	(262) 534-9059
District Office Fax:	(262) 534-6871
Main Office (Principal):	(262) 534-3189
Main Office Fax:	(262) 534-4971
Special Education Office (WEC):	(262) 534-4034
Special Ed. Office Fax:	(262) 514-2490
Student Services Office:	(262) 534-3341
Student Services Fax:	(262) 534-5133
Unite Academy Office:	(262) 534-6222

District Academic Calendar

School Calendar: The school calendar shall be determined by the Board. The determination of the structure of the days, e.g. instructional, professional learning, workdays, etc. shall be at the discretion of the Board. The District academic calendar can be found on the District's website at <http://www.wuhs.us> and on the staff shared Google drive.



Part I – Provisions Applicable to All Staff

PREAMBLE AND DEFINITIONS

1.01 About this *Handbook*

- A. Employees Covered: This *Handbook* is provided as a reference document for the Waterford Union High School District's (hereinafter referred to as "District") 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 Guidelines are available in the District Office to all personnel and are on the District's website at www.wuhs.us. 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 Waterford Union High School Board of Education.

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. Regular Employees: Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
 - 1. Regular Full-time Employee: Regular full-time employees are defined as one who works 30 or more hours per week for a school year or more per year.

2. Regular Part-time Employee: Regular part-time employees are defined as one who works a school year or more, but less than 30 hours per week for a school year or more per year.
 3. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.
- D. 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.
- E. Substitute Employees: Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence.
- F. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.
- G. Temporary: Temporary Employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.

1.03 General Personnel Policies

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

SECTION 2.

EMPLOYMENT LAW

2.01 Employment of Minors

No one under sixteen (16) 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

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

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

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with District policy.

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

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA].

2.05 Family and Medical Leave Act

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

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

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

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

- B. Qualifying Reasons for Leave. The Board provides family and medical leave for eligible staff members under the following circumstances:

1. for the birth of the eligible staff member's child and to care for a newborn child
2. for placement with the eligible staff member of a child for adoption or foster care
3. to care for an eligible staff member's spouse, child or parent with a "serious health condition"

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

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

"Spouse" includes a qualified domestic partner for leaves governed by the WFMLA. Domestic partnerships must be registered with the county of residence and proof of such registration may be requested prior to approval of leave. Unregistered domestic partners must demonstrate that they are 1) both over age eighteen (18); 2) not in a domestic partnership or marriage with another individual; 3) they share a common residence; 4) they are not related in any way that would prohibit marriage under Wisconsin law; 5) they consider each other to be immediate family members and agree to be responsible for the other's living expense.

4. because of a serious health condition that makes the eligible staff member unable to perform the essential functions of his/her position

5. because of a qualifying exigency resulting from active military service by the employee's spouse, son, daughter, or parent in covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves.

Qualifying exigencies, as defined by Federal regulations, include: 1) short- notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; 7) post-deployment activities; and 8) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

6. to care for a service member who is the employee's parent, spouse, child or next of kin who, while on active military duty, sustains a serious injury or illness or aggravation of a pre-existing illness or injury while in the line of duty, while on covered active duty in the United States Armed Forces, including the National Guard and Reserves in the line of duty which renders the service member medically unfit to perform the member's office, grade, rank, or rating. Leave is available for up to twenty-six (26) weeks in a twelve (12) month period. This type of leave is available for serious injury or illness which results in:

Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. Leave is available for up to twenty-six (26) weeks in a twelve (12) month period. This type of leave is available for serious injury or illness which results in:

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

The maximum twenty-six (26) weeks of Federal leave to care for a service member includes, and is not in addition to, all other FMLA leave. In other words, employees may not take more than a total of twenty-six (26) weeks of FMLA leave during a single twelve (12) month period for any qualifying reasons under the FMLA. For instance, if an employee takes the maximum twelve (12) weeks of Federal FMLA leave for his/her own serious health condition, the employee may then only take fourteen (14) weeks of FMLA leave within that same twelve (12) month period to care for a military family member injured in the line of duty.

See the District Administrator to determine whether your request for leave qualifies under one (1) of the above categories.

- C. Amount of Leave Available. Under the FMLA, if the staff member satisfies the eligibility requirements set forth above, s/he is entitled to a total of twelve (12) work weeks of leave in a calendar year for any of the reasons stated above, with the exception of leave to care for an injured service member, which is provided as described in 2.05(B)(6) above.

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

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

Board policy calls for concurrent Federal/State leave coverage whenever a staff member is eligible for leave under both the FMLA and WFMLA to the extent available under the law.

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

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

1. Hospital Care. Inpatient care (i.e., an overnight stay) in a hospital or other care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
2. Absence Plus Treatment. A period of incapacity of more than three (3) consecutive calendar days* (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 - a. treatment two (2) or more times by a health care provider, a nurse, physician's assistant or physical therapist under a health care provider's supervision, order or referral as appropriate within thirty (30) days of the first date of incapacity; or
 - b. treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider and occurs within seven (7) days of the first day of incapacity.

*Under the WFMLA, leave may also be available for a "serious health condition" of less than three (3) consecutive days in duration.
3. Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care.
4. Chronic Conditions Requiring Treatment. A chronic condition which:
 - a. requires periodic visits of at least two (2) times per year for treatment by a health care provider, or by a nurse or physician's assistant under a health care provider's supervision
 - b. continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c. may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-Term Conditions Requiring Supervision. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. You or your family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider (e.g., Alzheimer's disease, a severe stroke, or the terminal stages of a disease). The continued existence of such a chronic condition is subject to certification no more than once every six (6) months.
 6. Multiple Treatments (Non-Chronic Conditions). Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, including: cancer (chemotherapy, radiation, etc.); severe arthritis (physical therapy); or kidney disease (dialysis).
- E. Required Staff Member Notice. The staff member must provide the District Administrator with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for your own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with childbirth or adoption, the staff member must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practical due to uncertainty as to when leave will be required to begin, a change in circumstances or medical emergency, notice must be given as soon as practical. Employees must provide an explanation as to why proper advance notice was not provided in such cases and may be required to verify the explanation. Notice that was not provided timely without reasonable explanation may result in the denial of the leave request.
- The staff member must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting a FMLA leave request form to the District Administrator (forms available from the U.S. Department of Labor).
- When planning medical treatment, the staff member should consult with his/her supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of the staff member's health care provider. The staff member is ordinarily expected to consult with his/her supervisor in order to work out a treatment schedule which best suits his/her needs, as well as the District's.
- If a staff member must take more leave than originally anticipated, s/he must notify the District Administrator within two (2) business days of learning of the circumstances necessitating the extension.
- F. Certification by Health Care Provider. If a staff member requests leave due to his/her own serious health condition or the serious health condition of his/her spouse, child or parent, the Board requires that the leave request be supported by certification issued and signed by the health care provider for the individual with a serious health condition. The Board reserves the right to certify all information permitted by law.

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

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

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

A member of the administration, other than the staff member's direct supervisor, may contact the health care provider to obtain answers to unanswered questions on the form or to clarify illegible answers and to authenticate the certification.

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

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

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

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

Absent extenuating circumstances, the District Administrator will, at a minimum, verbally notify the staff member whether leave is being designated as FMLA leave within two business days of the date the staff member provides information to the District Administrator sufficient to enable him/her to determine that the leave is being taken for an FMLA-qualifying reason.

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

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

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

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

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

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

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

1. the leave is commenced more than five (5) weeks from the end of the term but the employee intends to return during the final three (3) weeks of the term and the leave is longer than three (3) weeks in duration;
2. the leave is commenced within five (5) weeks of the end of the term and the employee intends to return during the final two (2) weeks of the term and the leave period was at least two (2) weeks in duration; or
3. the leave commences within three (3) weeks of the end of a term and the leave was at least five (5) working days in duration.

Staff members whose leave is extended at the end of an academic term under this section will be charged against their FMLA entitlement only the time that they required for purposes of their leave.

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

1. vacation or personal leave, if available, for any family or medical leave;
2. accrued paid family leave (i.e., paid leave covering the particular circumstances for which the staff member is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member; and
3. accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the staff member's own serious health condition.

A staff member may not substitute paid leave for unpaid FMLA leave taken under this policy in any situation where the Board would not normally provide such paid leave.

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

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

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

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

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

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

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

- K. Accrual of Benefits. The use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave. A staff member will not continue to accrue seniority or any other employment benefit during leave taken under this policy, except that such benefit shall accrue if the staff member elects to use other leaves provided by the Board, and if such benefits would normally accrue during such leave.
- L. Employment Restoration. A staff member will generally be reinstated to the same position s/he held when leave began or a position with equivalent pay, benefits, and other terms and conditions of employment, if such position remains available, and the staff member possesses the ability to perform the essential functions of the job satisfactorily, with or without any accommodation that may be required by the Americans With Disabilities Act of 1990. The staff member, however, has no greater right to reinstatement or benefits than if s/he had been actively employed during the leave. Further, if the staff member gives unequivocal notice of intent not to return to work, s/he is not entitled to be reinstated.

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

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

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

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

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

With the staff member's permission, the Board's health care provider may contact the staff member's health care provider to clarify and authenticate the certification, but no additional information may be requested or required, and the staff member's return to work may not be

delayed while the contact is being made. No second or third fitness for duty certification may be required.

- N. Confidentiality. All medical information relating to leave, whether written or verbal, shall be kept confidential to the maximum extent possible. All medical documents including, but not limited to, medical certifications and return-to-work statements must be maintained in confidential, secure files separate from personnel files.
- O. No Discrimination. Leave under this policy will not be used as a negative factor in employment actions, such as hiring, promotions, disciplinary actions or under attendance policies.
- P. Miscellaneous.

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

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

The District Administrator shall see that the policy is posted properly.

The District Administrator shall provide a copy of the policy (Policy 3430.01) upon the request of a staff member.

2.06 Immigration Law Compliance

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

2.07 Discrimination and Harassment

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

- A. Unwelcome sexual advances, comments or innuendos;
- B. Physical or verbal abuse;
- C. Jokes, insults or slurs directed toward the protected groups set forth above (*Such comments are unacceptable whether or not the individual within the protected class is present in the*

workplace to overhear them and whether or not a member of a class professes to tolerate such remarks);

- D. Taunting based on personal characteristics described above intended to provoke an employee; and/or
- E. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

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

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

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 Guidelines, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

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

3.02 Accident/Incident Reports

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal and the District Office immediately. Reports should cover property damage as well as personal injury. A completed student accident report form must be submitted to the Main Office within twenty-four (24) hours or the next scheduled District workday, as appropriate. Employee accidents must be reported to the District Office immediately or within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation - Section 8 of this *Handbook*.

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 his/her absence. Any time spent not working during an employee's scheduled day must be reported to his/her supervisor with an appropriate explanation. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Excessive unexcused absenteeism, failure to notify the District of an absence, or failure to report to work on a scheduled work 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.

3.04 Bulletin Boards

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

3.05 Child Abuse Reporting

- A. Except as provided under Wisconsin Statute § 48.981, sub. (2m), any of the following persons who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or

neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B: school nurse, social worker, professional counselor, school teacher, school administrator, school counselor, a school employee not otherwise specified in this paragraph, child care worker in a child care center, or residential care center for children and youth a child care provider, an alcohol or other drug abuse counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a dietitian, a speech-language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.

- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the Racine County Health and Human Services Department ((262)-638-7720) of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.

3.06 Communications

The District is committed to providing technology resources that allow employees to communicate effectively with all employees in the District. In the District's effort to maintain current technology practices, more responsibility and cooperation is required of employees to use the following core software programs and technology resources.

A. Electronic Communications:

1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.
2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege which may be revoked at any time.
3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by 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 Guidelines.
 4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
 5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.
- C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. The following definitions apply for purposes of this section on Electronic Communication with Students:

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

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

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

LinkedIn™), and all forms of telecommunication such as landlines, cell phones, and web-based applications.

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

1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
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 and should notify the administration by the next school day.
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 11:00 p.m. and 5:00 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.
7. The employee continues to be subject to applicable state and federal laws, local policies, Administrative Guidelines, including:
 - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. ***[See Policy 3213 and Policy 4213]***
 - b. confidentiality of student records. ***[See Policy 8330 and Policy 8330.01]***
 - c. confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses. ***[See Policy 8320.01]***
 - d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
 - e. An employee may request an exception from one or more of the limitations above by submitting a written request to the District Administrator.

- 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. *[See Policy 8310 and 8315]*
- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and Administrative Guidelines, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records. *[See Policy 8330 and Policy 8330.01]*
 2. Confidentiality of other District records, including educator evaluations and private email addresses. *[See Policy 8320.01]*
 3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. *[See Policy 8320]*
 4. Prohibition against harming others by knowingly making false statements about a colleague or the District. *[See Policy 3210 and Policy 4210]*
- H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers,

or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

3.07 Confidentiality

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy [*See Policy 8320 and Policy 8320.01*]. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

3.08 Conflict of Interest

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

3.09 Contracts and Conflict of Interest

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

3.10 Copyright

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

3.11 Criminal Background Checks

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

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

Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks. *[See Policy 3120 and Policy 4120]*

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

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

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

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

the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

- A. the nature of the offense;
- B. the date of the offense;
- C. the relationship between the offense and the position to which the employee is assigned.

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

3.13 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 for theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited by enumeration: employee identification badges and the key fob for building entry. District equipment borrowed for short term use should be returned the first work day after project completion.

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

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

- A. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. *[See Policy 3122.01 and Policy 4122.01]*
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. *[See Policy 3215 and Policy 4215]*. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
- C. Drug-Free Awareness Program: The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and (if

applicable) employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. 41 U.S.C. § 702(a) (1)

- D. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- E. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. ***[See Policy 3122.01 and Policy 4122.01]***. Compliance with the District's policies and rules is mandatory and is a condition of employment.
- F. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].
- G. Employee Assistance Program: The employee assistance program (EAP) is a voluntary work-site program to assist employees affected by behavioral, medical or productivity concerns or problems. EAP helps in the prevention, identification and resolution of these problems and concerns. To reach the EAP coordinator in the District, please contact the District Administrator and/or his/her designee.

3.15 Employee Identification Cards

The District shall provide employees with an employee identification card.

3.16 False Reports

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

3.17 Financial Controls and Oversight

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. *[See Policy 8900]*

3.18 Fraud and Financial Impropriety

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

- 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.

3.19 Gambling

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

3.20 Gifts and Sale of Goods and Services

- 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 entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of school board officials or by an umbrella or affiliate organization of such statewide association of school board officials. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students. **Note:** Immediate family shall have the same definition as used in Section 11.01 *[See Policy 3214, Policy 4214, and Policy 6460]*

It is the District's policy (**Policy 6460**) for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the District Office for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats.. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined.

- 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.

3.21 Honesty

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

3.22 Investigations

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

3.23 Licensure/Certification

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

3.24 Nepotism

- A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.
- B. Definition: For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.
- C. Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the District

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

3.25 Operators of District Vehicles

- A. Allowances or Mileage Reimbursement: All employees who drive a District vehicle must undergo a driver's license record check.
- B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must immediately notify the District Administrator of any driving citation or conviction of a traffic violation. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle.
- C. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. *See WIS. STAT. § 121.52(2).*
- D. Personal Transportation Utilized for School Use
 - 1. Car Insurance

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

3.26 Outside Employment

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

3.27 Personal Appearance/Staff Dress Code

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

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

3.28 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. 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.

3.29 Personnel Files

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

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

After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the

request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.

3.30 Personnel – Student Relations

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

3.31 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.
- 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 the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

3.32 Political Activity

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, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- B. 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.
- C. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

3.33 Position Descriptions

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

3.34 Separation from Employment

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

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

3.35 Solicitations

Individuals, groups, and organizations often wish to solicit employees to support a particular activity or organization. This solicitation must be for a charitable cause. All solicitations of employees must be consistent with Board Policy.

3.36 Student Co-Curricular Code of Conduct and Student Handbook

The Student Code of Conduct and Student Handbook are available online at www.wuhs.us.

3.37 Teamwork

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

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

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

3.38 Employee (Whistleblower) Protection

- 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.

3.39 Work Spaces, Including Desks, Lockers, etc.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked except as provided for under section 3.28, subsection B of this *Handbook*.

It is the employee's responsibility to keep their work area free of clutter and professional in appearance.

3.40 Work Made for Hire

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

3.41 Workplace Safety

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

1. Location of fire alarms;
2. Location of fire extinguishers;
3. Evacuation routes; and
4. Whom to notify in case of fire

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

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

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

- C. Notification of Safety and Health Standards: 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.

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section.

- D. Weapons Prohibition: Firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Licensed peace officers who are serving in their official capacities are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 119.25, 120.13(1), 941.235, 948.60, 948.605, 948.61.

- 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.

3.42 Violence/Bullying in the Workplace

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who

exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.

B. Definitions as Used Under this Section:

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

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

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

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

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee shall report the incident to the District Administrator 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). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

SECTION 4. MANAGEMENT RIGHTS

4.01 Delineation of Rights

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

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

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

SECTION 5.

GRIEVANCE PROCEDURE

5.01 Purpose

The purpose of this Section is to provide for the exclusive internal method for resolving grievances concerning employee discipline, termination, and workplace safety. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure. *[See Policy 3340 and Policy 4340]*

5.02 Definitions

- A. **Grievance:** A "grievance" is defined as any complaint that arises concerning discipline, termination, or workplace safety. Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the Administration.
- B. **Grievant:** A "grievant" may be any employee or group of employees. Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing.
- C. **Day:** The term "days" as used in this Section shall mean regularly scheduled workdays, unless otherwise indicated
- D. **Termination:** For purposes of this Section, "Termination" shall be narrowly construed to mean a separation from employment by the employer for disciplinary or performance reasons. Termination does not include reduction in workforce, administrator or teacher nonrenewal (including but not limited to when such non-renewal is for the purpose of the elimination of a position or a reduction in staff), job transfer, non-disciplinary demotion, reduction in or elimination of position, resignation, voluntary quit, abandonment, end of employment due to lack of qualification(s) or licensure(s), disability, retirement, or death, and end of employment and/or completion of assignment of limited term, temporary, seasonal, substitute, or part-time employees.
- E. **Employee Discipline:** For purposes of this Section, "Employee Discipline" shall be narrowly construed to mean a suspension without pay, or a demotion or reduction in rank, pay, or other benefits, imposed by the employer for disciplinary reasons. Employee Discipline does not include oral or written reprimands, performance evaluations or reviews, documentation of employee acts and/or omissions in an employment file, performance improvement plans, counseling meetings or discussions or other pre-disciplinary action, Termination, non-renewal of teacher contracts under Wis. Stat. § 118.22 for nondisciplinary reasons, non-renewal of administrator contracts under Wis. Stat. § 118.24 for non-disciplinary reasons, or reduction in workforce, administrative leave or suspension with pay, any other employment

action such as wage, benefit or salary adjustments, or change in assignment, which are taken for a non-disciplinary reason, or any other non-material employment actions.

- F. **Workplace Safety:** For purposes of this Section, “Workplace Safety” shall be narrowly construed to refer to (1) an existing condition that substantially endangers an employee's own health and safety; or (2) any workplace policy or procedure established by state or federal law or the Board to protect the safety and health of employees in the District which is alleged by an employee to have been violated and to have substantially adversely affected the employee's safety at a District workplace. Any grievance regarding Workplace Safety must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another); the individual(s) filing the grievance must propose a specific remedy; and the issue and proposed remedy must be under the reasonable control of the District.

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 final 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. A grievance may be withdrawn by the employee at any time. Once a grievance is withdrawn, it cannot be reopened or refiled.

5.04 General Requirements

Grievance meetings/hearings held during the employee's off-duty hours will not be compensated. Granting a requested or agreed upon remedy at any step in the grievance processing procedure resolves the grievance.

5.05 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 five (5) days after the facts upon which the grievance is based first occurred. Grievances related to Termination may proceed straight to Step Two, below. The grievant(s) shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant and (if applicable and appropriate) the representative of his/her answer within ten (10) days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file a written grievance.

Step Two - Written Grievance: If the grievance is not resolved at Step One, the grievant(s) shall file a written grievance with the immediate supervisor within five (5) days of the response in Step One above or if no response is provided within five (5) days of the deadline for the response. The written grievance shall include the facts upon which the grievance is based, the issues involved, the

Handbook provision alleged to be violated, the steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, the results of such discussions, and the relief sought by the grievant(s). The grievance shall be signed and dated by the grievant. The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the District Administrator.

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

Step Three - Appeal to District Administrator: If the grievance is not resolved at Step Two, the grievant may appeal the written grievance to the District Administrator within five (5) days after the response at Step Two or if no response is provided within five (5) 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 five (5) days after receipt of the District Administrator's answer or if no response is provided within five (5) days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer.

This step of the process is available only if the alleged violation of District policy or *Employee Handbook* involves discipline, termination, or workplace safety.

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

Step Five – Appeal to Board of Education: If the grievance is not resolved at Step Four, the grievance may be appealed to the School Board within five (5) days after the decision at the prior step. Either the Administration or the grievant may appeal an impartial hearing officer's decision to the Board. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either

party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing.

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

SECTION 6. PAY PERIODS

6.01 Annualized Payroll Cycle

- A. School Year Employees: Employees scheduled to work the school year will be paid on a twelve (12) month payroll cycle as set forth in subsection 2, below. 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.
- B. Calendar Year Employees: All employees scheduled to work the calendar year will be placed on the twenty-six (26) or twenty-seven (27)* payroll cycle. *Twenty-seven when appropriate.

6.02 Payroll Dates

Staff will be paid on the basis of twenty-six or twenty-seven payments, starting on the first Friday of the school term or after ten calendar days, and every second Friday thereafter. Teachers shall receive all remaining checks on the third Friday in June at the end of the school term.

6.03 Direct Deposit Payment Method

Teachers, administrators, and regular employees shall participate in a direct payroll deposit plan. Direct deposit statements are available on Skyward Employee Access. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing. In addition to the above, each employee shall have access to electronic records indicating the number of accumulated sick leave days, the number of personal days remaining to the employee's credit, and the number of vacation days to be taken and the number remaining.

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.) Monday until 11:59 p.m. the following Sunday.
- C. Pay Period: The pay periods shall begin on Monday and shall extend to the second Sunday.

6.05 Salary Deferrals –403(b) Tax Sheltered Annuity Plan

- A. The District will maintain a 403(b) program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate

in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle"). The automatic enrollment features apply to the Plan.

B. Automatic Enrollment:

1. The automatic contribution arrangement (ACA) provisions apply to the Plan. This type of automatic enrollment allows the plan administrator to enroll certain employees in the Plan who have not previously elected to participate in the Plan.
2. If you have already made a deferral election that amount will continue to be withheld from each of your paychecks until you make a new election.
3. If you are eligible to make elective deferrals and you do not make a deferral election by first payroll, the plan administrator will begin deducting automatic deferrals from each of your paychecks and will submit those amounts to the Plan (automatic deferrals) on your behalf. An automatic deferral amount of 1% of your compensation will be withheld from each of your paychecks. The automatic deferral amount will be contributed as a pre-tax elective deferral to the Plan.

If you do not wish to have automatic deferrals withheld from each of your paychecks or if you want to change the amount withheld, you must make a deferral election. If automatic deferrals have already started, you may make a deferral election to change the amount being withheld or to stop the deferrals entirely.

4. Your elective deferrals are amounts that you chose to (or are assumed to have chosen to) have withheld from your paycheck and contributed to the Plan in your name. Please see the section of your plan document titled "Eligibility for Participation" to determine if you are eligible to make elective deferrals and "Contributions to the Plan" for the type of compensation you may defer into the Plan.
 5. The plan administrator may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet. The plan administrator may also reduce or totally suspend your election if they determine that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.
- C.** The purchase of the 403(b) plan will be optional for the individual employee. The employee may make 403(b) elective salary reductions in one or more of the following ways:
1. Pre-tax dollars (salary reduction, also known as "regular" 403(b) contributions) or
 2. Post-tax dollars (salary reduction, also known as Roth 403(b) contributions)
- D.** 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. All automatic enrollments into the plan will be coordinated with WEA Member Benefits to establish an account for elective deferrals. Employees may opt at any time and have their future contributions directed to another approved vendor in the plan, provided it meets the rules as listed below under general.

- E. 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 service provider agreement. The District may ask for proof of vendor registration from the teacher to ensure a District-approved vendor has been chosen. The total number of vendors shall be limited to no more than four. 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.
- F. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program. 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)), and the age fifty (50) additional deferral (414(v)(2)(B)(i)) may change annually.
- G. The salary reduction limits will be adjusted from time to time to conform to statutory limits.
- H. Catch-Up Contributions
 - 1. Individuals who are age fifty (50) and over at the end of the calendar year can make annual catch-up contributions subject to IRS contribution limits for the calendar year.
- I. General:
 - 1. The employee shall be permitted to change the 403(b) amount or vendor provided he/she provides the District with at least ten (10) business days' notice. 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) 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 contributions are subject to vesting schedules as outlined in employment contracts and/or the Employee Handbook.
 - 3. Distributions from the 403(b) plan are permitted as outlined within the 403(b) plan document.
 - 4. This is now defined in the plan document.
- J. Salary Reduction Agreement:
 - 1. Employees will be required to log in to their WEA 403(b) account online to authorize changes to 403(b) deductions from salary. If electronic changes are not an option a signed paper agreement will be accepted. The current paper can be found in 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 only provide the employee with a dated and initialed copy of the paper 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. The Employee acknowledges the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a 403(b) plan, or the company which issues the contract or which invests the Employee's salary reduction funds. The Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the 403(b) vendor.
5. The salary reduction agreement is found in the District Office.

SECTION 7.

COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES

7.01 Mileage Reimbursement

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in the Main Office and District Office. See Appendix B for reimbursement amount.

SECTION 8.

WORKER'S COMPENSATION

8.01 Worker's Compensation Coverage and Reporting Responsibilities

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

8.02 Benefits While on Worker's Compensation

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

- 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-half (1/2) 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.

8.03 Injuries Not Covered by Worker's Compensation

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

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

SECTION 9. SICK LEAVE

9.01 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 eleven (11) days per contract year.
- C. Use of Sick Leave as Personal Leave: Annually, employees may use up to two (2) days of earned sick leave for personal leave as outlined in Section 12. - Personal Leave. Unused personal days will revert to accrued sick leave at the end of each school year.
- D. 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.
- E. 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.

9.02 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 child under the age of eighteen (18) or age eighteen (18) or older if the child has a handicapping condition as set forth in Wisconsin

Administrative Code section PI 11.02(23) (Examples of a handicapping condition are: Cognitive disability, learning disability, autism, etc.)

3. Serious health condition of a spouse, child, domestic partner or parent. The number of days underneath this provision is limited to ten (10) sick leaves day per year.
4. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.

B. Definitions: the following definitions apply under this section:

1. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 9.02, A (3), all definitions in this paragraph apply except for age eighteen (18).
2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse or domestic partner.
3. Spouse: means an employee's legal husband or wife.
4. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
 - a. Inpatient care in a hospital, nursing home, or hospice.
 - b. Outpatient care that requires continuing treatment or supervision by a health care provider.

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

D. Emergency Leave:

1. In cases of serious illness or injury to a member of an employee's immediate family, the employee will be granted time off. If at all possible requests for emergency release shall be made in advance to the administration. Immediate family includes wife or husband, children of the employee, also brothers and sisters, mother or father, mother-in-law or father-in-law.
2. An employee absent under this clause shall be compensated for lost time up to four (4) days annually. Final approval of emergency leave compensation shall be at the discretion of the administration. In all cases the employee is expected to make whatever arrangements are necessary to enable him/her to return to work as quickly as possible. One (1) day of emergency leave shall be granted in case of serious illness or injury of a grandparent.
3. Periods of emergency leave for which compensation is received shall be deducted from sick leave benefits.

E. Special Leave:

1. Special leave is allowable for employees to take care of special business not allowable under other leaves, such as, but not limited to, appearance in court, estate settlement,

death or marriage of a friend or relative not covered under sick leave, and legal matters. Special leave does not cover early departure or late returns from vacation trips, or other activities that could be accomplished outside of school time.

2. Special leave days will be subtracted from accumulated sick leave.

9.03 Sick Leave Accumulation

Sick leave for employees will accumulate for full-time and part-time employees to a maximum of 110 days.

9.04 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.

9.05 Overused Sick Leave

If an employee were to leave the school system prior to the completion of his/her contract term or the school year for an individual teacher and had used all sick leave, a sum equal to the sick leave days not earned would be deducted from the remaining pay. Deductions will be based on one (1) day of paid sick leave earned per month of employment to a maximum of twelve (12) days per contract year.

9.06 Reporting Procedure - Doctor's Certificate

If at all possible, each employee shall be required to inform the Substitute Coordinator prior to, or within ninety (90) minutes of his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 9.02 above. Whenever the District Administrator deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

9.07 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.

9.08 Sick Leave Listing

Each employee shall have access through Skyward Employee Access regarding his/her sick leave and vacation usage [if applicable] during the previous employment year.

9.09 Unused Sick Leave

If an employee should end a school year with greater than 100 unused days of sick leave, employees shall be paid up to \$100 for each day beyond the 100 day limit. The actual amount paid shall be based on a pool of \$3,000 divided by the total number of qualifying days for all employees at the end of the school term. Employees with qualifying days shall be paid for the days on or before the following June 30.

9.10 Sick Leave Bank

Employees who have exhausted their sick leave may submit a request to the Board of Education to qualify as a recipient of the staff Sick Leave Bank. Prior to submission, the District reserves the right to request documentation from a physician to verify a sick leave request. If the Board of Education grants approval, then District employees may voluntarily transfer up to three days of their unused sick leave into the Sick Leave Bank. If the total number of days transferred by the staff is greater than the number of days needed by the requesting employee, the reduction from the donating employees' sick leave total will be in half days with the staff members having the most unused sick leave days donating first.

SECTION 10. JURY DUTY LEAVES

10.01 Jury Duty Leave

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

10.02 Employee Notice

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

10.03 Payment for Time Out on Jury Duty

An employee who is unable to report for work because of jury duty will be paid his/her regular rate and will reimburse the District for any fees received by the employee for such service. To qualify for this benefit, the employee must obtain an official record of jury service dates and fees, and must present the record to the District Administrator. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

SECTION 11. BEREAVEMENT LEAVE

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

In the event of death in an employee's immediate family, the employee shall be allowed per occurrence four (4) days off work with pay. Such days shall be deducted from the employee's

accumulated sick leave. Immediate family includes the spouse, parents, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse.

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

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

11.03 Additional Bereavement Leave

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

11.04 Part-time Employee

Part-time employees will receive bereavement leave.

11.05 Bereavement Leave Increments

Bereavement leave may be allowed in one-hour increments.

SECTION 12. PERSONAL LEAVE

12.01 Personal Days Provided

- A. Calendar Year Employees: Employees may use up to two (2) days of earned sick leave for personal leave each employment year.
- B. School Year Employees: Employees may use up to two (2) days of earned sick leave for personal leave each employment year.
- 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.
- D. Additional Personal Leave:
 - 1. No more than three (3) days of personal leave may be taken on successive work days.
 - 2. A maximum of three (3) teachers from the District may be granted personal leave days on any individual date unless the District Administrator's approval is given.

12.02 Reasons for Personal Leave

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

12.03 Personal Leave Day Restrictions

The personal leave day will not be granted during the first or last two weeks of a semester, on a administratively called meeting date and/or other mandatory administratively required school event without prior approval from the District Administrator. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. Personal leave shall not be used as vacation or to engage in activities for which the employee will receive compensation from any source. Compensation shall not include payment or reimbursement of expenses. In addition, personal leave shall not be used to attend Association membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.

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

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

12.05 Part-time Employees

Part-time employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works 2,080 hours per year.

12.06 Personal Leave Increments

Personal leave may be allowed in increments of one hour.

SECTION 13. UNIFORMED SERVICES LEAVE

13.01 Uniformed Services Leave of Absence

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

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

- A. Army, Navy, Marine Corps, Air Force and Coast Guard
- B. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve

- C. Army National Guard and Air National Guard
- D. Commissioned Corps of the Public Health Service
- E. Any other category of persons designated by the President in time of war or emergency

13.02 Length of Service during Uniformed Services Leave

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

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

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

13.03 Request for Uniformed Services Leave

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

SECTION 14. UNPAID LEAVES OF ABSENCE

14.01 Medical Leave

- A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District Administrator at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The request must be accompanied by a physician's statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is

eligible for long-term disability benefits as provided for under the District's long term disability plan. 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.

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 and is responsible for paying the employee's prorated share of the health insurance premium.
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.

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.

14.02 Child Rearing Leave

- A. Application Procedures:** The employee shall make written application for an unpaid child rearing leave to the District Administrator at least ninety (90) 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 as follows:
1. Child born or adopted during the summer vacation – the following two semesters.
 2. Child born or adopted during the first semester – the balance of that semester plus the second semester.
 3. Child born or adopted during the second semester – the balance of that semester plus the following school year.

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 employee may continue participation in insurance programs.
 3. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.
- 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.
- 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.

14.03 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons

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

- B. Benefits During Leave: Length of service and other benefits shall not accrue during such 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.

SECTION 15.

BENEFITS APPLICABLE TO ALL EMPLOYEES

15.01 Cafeteria Plan/Flexible Spending Account

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

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

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

15.02 Dental Insurance

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

- A. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:
 - 1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

B. Premium Contributions:

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

15.03 Health Insurance

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

A. Eligibility.

1. Reduction of District Contributions: An employee whose assignment is at least 30 hours but less than 40 hours shall have the District's contribution reduced. The employee will pay 25% of the health insurance premium.

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

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

C. Premium Contributions:

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

15.04 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.

15.05 Life Insurance

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

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee who qualifies for the Wisconsin Retirement System (WRS) is 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 employment and continue for a full twelve (12) month period. The life insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

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

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

Eligibility for, and payments toward, coverage for individual employment groups are set forth in the Employee Benefits Guide located in the District Office.

15.06 Long-Term Disability

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

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least seventy-five percent of full-time equivalency (75%) is eligible to participate in the District's long-term disability insurance. Full-time equivalency is defined as forty (40) hours per week. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than seventy-five percent of a full-time equivalency (75%) are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

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

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
 2. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate August 31.
- C. Premium Contributions: The District shall pay 100% for long-term disability insurance.

15.07 Short-Term Disability

The District will offer short-term disability insurance to eligible employees based upon the rules of the carrier. The cost of this insurance shall be at the employee's expense and will be paid in equal monthly installments through payroll deduction

15.08 Wisconsin Retirement System (WRS) Contributions

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

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

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

- A. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.
- B. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan in Section 15.01 between:
 1. Participation in the District's health plan, with the premium payment specified in the applicable part of the *Handbook* covering such employees, or
 2. A cash payment equal to the amount listed in the applicable part of the *Handbook* covering such employees.
- C. In order for this provision to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.
- D. The Board may, at its discretion, discontinue the ABP in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an "open enrollment" opportunity to enroll in the group health insurance plan.
- E. Cash Compensation: For employees who are eligible for health insurance but opt to take the Alternative Benefit Plan, the cash contribution dollar amount shall be determined by the Board and shall be pro-rated consistent with the employee's percentage of employment.
- F. The cash compensation amount shall be paid to the employee as additional taxable earnings

which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check.

- G. Where the employee chooses the ABP cash compensation in lieu of health insurance and elects to have those monies deferred to a 403(b) plan, the District shall facilitate the transfer of funds to a 403(b) plan of the employee's choosing from the District's list of approved vendors.
- H. Beginning Eligibility Date for Alternative Benefit Plan Payments:
 - 1. New Employees. Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (January 1) However, the District will use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.
 - 2. Current Employees. Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception [such as an employee getting married, loss of spouse coverage, etc.], employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

15.10 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, dental and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end. Beyond COBRA, employees may remain on the District's health plan as a direct bill until Medicare-eligible at age 65.

- 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 16. WORK STOPPAGE

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

SECTION 17. CONFORMITY TO LAW

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

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

SECTION 1.

NONRENEWAL, PROGRESSIVE DISCIPLINARY ACTION, AND TERMINATION OF EMPLOYMENT

1.01 Standard for Nonrenewal for Teachers

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 188.22, Wis. Stats.

1.02 Progressive Disciplinary Action

The District generally addresses and resolves problems, with performance or otherwise, informally. When a violation of a District standard and/or misconduct occurs that cannot be adequately addressed on an informal basis, the District may engage in progressive disciplinary action, which may include (but is not limited to) verbal warning, written warning, suspension, performance improvement plan, demotion, and /or termination. For the avoidance of doubt, depending on the nature and/or severity (which shall be determined in the District's sole discretion) of a violation of District standards, policy, procedure, or process, the District reserves the right to modify, skip, repeat, or institute any disciplinary action as needed. Employees who have been disciplined by the District shall have access to the Grievance Procedure set forth herein, in accordance with the terms of such procedure.

1.03 Reduction in Force

When deemed necessary or appropriate, employees will be selected for reduction based on the needs and best interest of the District. Employees have no recall rights. In the event that positions are restored, employees may be rehired based on the needs and best interest of the District.

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 is at least "40 hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period. The actual workday for each staff member shall be established by the Administration.

If a teacher accepts a voluntary assignment during his/her duty free lunch period, he/she will be compensated at the supervision rate.

2.02 Administratively Called Meetings

Staff Meetings: Teachers are required to attend all mandatory administratively called staff meetings. The number of staff meetings shall be established by the Board. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

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

2.03 Attendance at School Events

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

2.04 Consultation with Parents

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

2.05 Professional Hours

- A. The concept of professional hours means that a teacher and his/her appropriate supervisor(s) will determine the teacher's hours based upon the completion of his/her duties and the needs of his/her student(s).
- B. Teachers are responsible for the completion of their duties as set forth in the teacher job description and those other duties specific to each teacher's position. Professional hours do not abrogate the teacher's duty to supervise pupils as assigned outside of these hours.
- C. The parties agree that professional work hours are governed by the following:
 - 1. The starting and ending times for employees are determined by the Administration. The normal work day will be at least eight continuous hours. (See section 2.01).
 - 2. Teachers are required to attend administratively called meetings and all meetings set forth in section 2.02.

3. The parties, in recognition of the items set forth above, agree that a teacher and his/her appropriate supervisor(s) will determine the employee's hours based upon the completion of his/her duties and the needs of their students. Teachers will be evaluated based upon the completion of their duties rather than on adherence to a fixed time schedule.
- D. It is not the intent of the professional hours section to require more or fewer meetings and conferences, nor is it the intent to have teachers present only in the classroom during instructional time and disregard their normal teaching responsibilities.

2.06 Flexible Scheduling during Workweek

An employee may request a change in his/her weekly work schedule. The request for a change in the employee's weekly work schedule shall be made at least one (1) week in advance of the proposed change, unless circumstances allow for a shorter notice period. The request shall be filed with the employee's immediate supervisor. The immediate supervisor shall have the authority to grant or deny the employee's request in his/her sole discretion. The scheduling of hours of work under the flexible work schedule is at the sole discretion of the immediate supervisor. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime or flexible professional hours.

2.07 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 create the absence and submit lessons through RedRover. If possible, such notification should be made the evening prior to the time of absence, or before 5:30 a.m. Any notifications initiated after 5:30 a.m. need to include direct (text/call) notification with the principal. This will help to provide time for obtaining a substitute teacher.

2.08 Emergency School Closures

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

2.09 School Calendar

The school calendar shall be determined by the Board. The calendar shall consist of 190 workdays. The determination of the structure of the days, e.g. instructional, professional learning, 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.

3.02 Professional Reimbursement Program

- A. The Board will reimburse continuing education at a rate equal to \$300 per credit. If the cost of the credit is less than \$300 per credit, the Board will reimburse at the actual cost.
- B. There shall be a limit of 12 credits per fiscal year (July 1-June 30), which will be reimbursed pursuant to this provision.
- C. Payment will be made for courses approved, in advance, by the District Administrator. If such prior approval has not been obtained from the District Administrator prior to enrollment in the course, the employee shall not be reimbursed pursuant to this section.
- D. Reimbursement shall be made, subject to the above conditions, upon presentation of evidence of successful completion of the course.

3.03 Professional Leave

Professional leave is allowed for teachers to attend professional societies, meetings, conventions, or workshops directly related to the staff member's teaching duties at Waterford Union High School. One (1) additional day per club or sport may be granted, at the discretion of the superintendent, for advisors or coaches to attend professional societies, meetings, conventions, or workshops directly related to the staff member's other duties at WUHS.

- A. Professional leave may be requested by staff members for purposes of attending conventions or meetings of professional organizations directly associated with the staff member's teaching responsibilities at Waterford Union High School.
 - 1. Approval of requests for professional leave shall be granted at the discretion of the Superintendent. Such approval will be limited to two working days per academic year for each staff member.
 - 2. Released travel time and attendance time may be included in the request, provided that total released time per request does not exceed two days per academic year for each staff member.
 - 3. All released time shall be deducted from the staff member's professional leave allowance.

4. Generally, no more than three members of an academic department will be granted permission to attend the same meeting due to scheduling problems. Attendance prior to vacation periods or holidays will only be approved at the discretion of the Superintendent.
- B. Reimbursement for attendance at professional meetings as defined in Section A. above may be requested.
 1. Approval of request for reimbursement shall be granted only when in the discretion of the Superintendent the value of said attendance to Waterford Union High School warrants reimbursement.
 2. Reimbursement shall be made only for actual documented expenses, including gas mileage, materials purchased for departmental libraries (if approved), luncheon expense, and justified lodging expense. No reimbursement shall be made for membership dues, journals, or materials purchased for private libraries.
 3. Reimbursement to any staff member, as approved by the Superintendent, shall not exceed \$90 per academic year.
 4. The Superintendent may request any or all of the following: itemized expense account, short written report for departmental or office files, or oral report at a faculty meeting.
 5. At the discretion of the Superintendent, an employee may use a professional day on a non-school day. The reimbursement for this day will be paid to the employee at the District's daily rate for professional learning. See Appendix A.

SECTION 4.

SUPERVISION AND EVALUATION

4.01 General Provisions

The Board and Administration view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members. Definitions under this section:

- A. “Day” and “Days”: The words “day” and “days” in this article mean working school days, excluding holidays, weekends, etc.
- B. “Continuing Teacher”: A continuing teacher is a teacher who has taught more than three (3) years in the District under a full-time or part-time regular teaching contract.
- C. New to the System Teacher: A new to the system 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

New-to-the-System educators may automatically enter the Summary Year Cycle. All returning educators will be divided into three groups by administration – One group in the Summary Year Cycle and two groups in the Supporting Year Cycle.

4.03 Evaluation Process – Conditions for All Employees

Supervision and evaluation is essential to attracting and retaining quality employees. The District believes employees need ongoing and annual feedback for reflective practice and professional growth. The Frontline Education Tool will be used for coaching and evaluation of staff.

A. Basic Requirements

1. Summary Year: New employees to the district and employees placed in the summary year cycle pursuant Section 4.02 of the Employee Handbook.
 - a. Meetings include orientation, planning, mid-interval review, and end-of-cycle summary conference.
 - b. Documentation completed in local data files includes the self-review, Educator Effectiveness Plan (EEP), mid-interval review, end-of-interval review pre-observation, and post-observation reflection forms.
 - c. Educators will reflect upon their SLO's and PPG's over the three-year cycle. In collaboration with the evaluator, the evaluator will determine if the goals were met, not met, or exceeded the expectation.
 - d. During the end-of-interval review, the evaluator will determine if the educator's practice, as defined in Frontline Education, is unsatisfactory, basic, proficient, or distinguished.
 - e. Collected evidence includes educator collected/ uploaded SLO and PPG progress and evidence collected by administrative observers during at least one announced observation and at least two mini-observations.
2. Supporting Years: Employees placed in the supporting year cycle pursuant Section 4.02 of the Employee Handbook.
 - a. Meetings include optional planning, optional mid-cycle, and required end-of-cycle summary.
 - b. Documentation completed in local data files includes Educator Effectiveness Plan (EEP), mid-interval review, and end-of-interval review.
 - c. Educators will reflect upon their SLO's and PPG's during their supporting cycle.
 - d. Collected evidence includes educator collected/ uploaded SLO and PPG progress and evidence collected by administrative observers during mini-observations over the two-year cycle.
3. A goal is established to complete all required observations by April 28.
4. All conferences and observations (announced and mini) will follow the Educator Effectiveness timelines established by the DPI. Conferences after the announced observation will be attempted to occur within 10 working days of the observation whenever possible.
5. Assistance, recommendations, and directions may be, at the discretion of the District, 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. A teacher will have until September 1 at the start of the next school year to attach a response to any document related to this process after the teacher's receipt of the evaluation document(s) listed above. The file copy of the evaluation and any comments or objectives shall be signed by both parties to indicate awareness of the content. The following statement shall be part of the instrument:

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

The response must be initialed by the supervisor.

- A. Intensive Support: Intensive support is the supervision and evaluation procedure applied to continuing teachers whose performance has not met expectations as of the most recent summative evaluation conference. Intensive support is designed to improve the overall performance of a veteran teacher whose overall performance has not met expectations. Continuing teachers whose overall performance has not met expectations may, at the discretion of the District, receive intensive support or may be non-renewed pursuant to § 118.22, Wis. Stats. If in the District's discretion intensive support is offered, the process shall be as follows:
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: It may include a description of the teacher's deficiencies, a description of appropriate performance, a goal setting plan to help the teacher develop required skills, a schedule of supervisory activities including at least one evaluation, and a target date by which time the teacher will perform satisfactorily. The plan is not limited to, but might include, the following interventions: any means of staff development defined in the District staff development plan, observations and/or support by experts outside the District, and/or peer coaching.
- D. Mentor Requirements.
1. It is recommended that all mentors meet the following criteria:
 - a. staff member with a Professional, Master, or Life license.
 - b. have at least three (3) years teaching in the District and five (5) or more total years of teaching.
 - c. complete a District-approved mentoring workshop course.
 3. Mentors shall be appointed for one (1) year, renewable by agreement.
 4. Mentors must meet at least weekly with the Initial Educator to provide assistance, support, and resources, as well as to permit consultation, demonstration, and observation.

5. The Mentor shall not formally evaluate, but may be asked to discuss the mentoring of another teacher with any administrator or school board member.
6. Mentors will be paid an annual stipend. See Appendix C.

SECTION 5.

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 specific department. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee. Insofar as possible, consideration shall be given these requests.
- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted on the District's website for a minimum of ten (10) days and an email will be sent to all staff. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the District's website. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications required for the position.
- 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. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary, they may transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator 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 Section 1.03 of this Addendum.

5.02 Employee Resignations

- A. The teacher's contract, which is part thereof, shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:

1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.
 2. It is agreed that liquidated damages, if any, are due to the District with the sixty (60) calendar day notice 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 Board
- In the event the District chooses to waive the liquidated damages, the District shall return any damages submitted with the resignation notice to the employee.
- C. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.

~~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 utilize the designated substitute service. If possible, such notification should be made the evening prior to the time of absence, or before 5:30 a.m. This will help to provide time for obtaining a substitute teacher.~~

5.04 Summer School Assignments

When possible, summer school subjects should be made known on or before April 15. All current teachers in the District may apply for summer school positions in the same manner as non-District teachers.

5.05 Extended Contracts

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

5.06 Job Sharing

The Waterford Union High School District will consider applications from teachers currently under contract to participate in a job share agreement on a case by case basis under the following guidelines:

- A. Two (2) full-time teachers may apply, no later than February 1st, to fill one (1) full-time teaching position for which they are certified for the following year.
- B. Such shared job will be implemented only with the approval of the Superintendent, who will also have the individual authority and responsibility to approve those persons who share one (1) job.
- C. Denial of requests to job share shall not be arbitrary or capricious. Factors considered in granting job share requests shall include, but will not limited to, impact on student achievement

and school adjustment of students, impact on total school program, number of job shares in District, impact on District schedules, cost implications, and staffing needs.

- D. Job-sharing is available only to full-time employees who agree to and/or offer to participate.
- E. Each teacher will be considered to be a full-time employee except that their salary, and fringe benefits shall be prorated based on the actual time of the agreed teaching assignment related to a full teaching assignment.
- F. The work schedule, class/supervision assignments, and student availability time for teachers who share one job shall be mutually agreed to by the teachers and approved by the Superintendent of Schools.
- G. Both parties to a job share will attend all administratively called meetings and school events, to include student-staffing days, open houses, professional learning programs, etc. or other necessary events as designated by the Superintendent without additional compensation.
- H. Teachers who participate in job-sharing may only return to available full-time positions after notice of their intent to return to full-time employment on or before February 1 of the year preceding the year they desire to return to full-time work and there is a vacant full-time position available. Teachers returning to full-time employment will only be returned at the beginning of a school year unless they can work out acceptable arrangements with the Superintendent of Schools.
- I. If one teacher in the job sharing arrangement resigns his/her job during the school year, the District may either find a replacement for the other teacher in the job share or direct that other teacher to take over the full-time position through the remainder of the year.
- J. Job shares will be reviewed by the superintendent annually. If the superintendent determines the job share should be discontinued, the participants shall be notified, in writing, not later than April 15.

5.07 Staff Professional Learning Presentations - In District

The District can benefit from the training and expertise of its staff. Staff members who are interested in sharing their expertise may receive compensation for their efforts.

- A. Approval Process: Staff members who are interested in sharing their expertise will be compensated for pre-approved presentations. Presentations beyond the normal scope of duties will be arranged and pre-approved through the District Administrator to qualify for compensation. Compensation is paid for presentations that occur within or outside of regular school hours.

SECTION 6. PROFESSIONAL COMPENSATION

6.01 Salary Schedule

The basic salaries of employees covered by this *Handbook* are set by the market rate. The market rate is determined by gathering current year data from a set of schools within a 60-mile radius. The

data shall determine an average starting salary and average yearly increase for teachers with bachelors and masters. Employees' salaries are intended to keep pace with the market rate or CPI, whichever is higher. The District strives to maintain all salaries at or above market value provided that salary increases are sustainable in the budget and are subject to Board approval.

6.02 Initial Salary Schedule Placement

Efforts will be made to ensure new employees will not be placed at a salary that exceeds that of present employees unless the new employee has greater teaching experience. The Board, in its sole discretion, may place newly employed employees at a salary that exceeds his/her actual years of service in hard to fill positions. This provision is not retroactive.

6.03 Class Load

- A. The teaching load shall consist of five (5) teaching periods, one period of study hall or supervision, one preparation period and one professional period.

The professional period shall be a period when students may not be assigned but when the teachers shall perform non-routine teaching tasks as assigned by the District or perform other professional duties as determined by the teachers with prior approval of the District.

A supervision occurring prior to the first period or after the last period may not exceed the length of the lunch period, but may be divided into separate supervisions.

Part-time teachers shall be compensated at the rate of 20% of their base salary for each class taught. Part-time teacher hours shall be scheduled consecutively whenever possible

Part-time professional staff are only required on student days to be in attendance the time in which classes are held. The part-time teacher must attend all mandatory administratively called meetings or other required school events such as professional learning days as well as student-staffing days. If they cannot attend, teachers should notify the building principal before the event takes place. Part-time teachers have the same classroom duties and responsibilities that a full-time professional staff member has in relation to their percentage of contract. If a part-time staff member cannot perform a duty because of a time issue, that staff member should meet with the administration to work out a solution. In addition, it is the responsibility of a part-time employee to stay current with change that may be taking place in the building. The administration will notify employees in writing (email, memo, etc.) of these changes.

On administratively called meeting dates and other mandatory administratively required school events, professional staff must put in the percentage of time equal to amount on their part-time contract. The District strongly recommends that the part-time staff attempt to be at administratively called meeting dates and other mandatory administratively required school events the entire time and be compensated for the additional hours at their hourly rate of pay based on a full-time teacher work day of 8 hours at the teacher's salary schedule placement. If the teacher plans to work only a portion of the day, s/he should notify the principal to determine the part of the day s/he should attend.

If a teacher works more than their contracted percentage on administratively called meeting dates and other mandatory administratively required school events days, they will be compensated at their daily rate for the additional time. The teacher is responsible for communicating their additional time worked to the Payroll Coordinator in the District Office.

- B. Teachers may volunteer or be assigned an additional teaching period in lieu of a supervisory period, if there are no part-time employees certified for the work. Teachers teaching an additional period will be compensated at the rate listed in Appendix A.

Teachers may volunteer or be assigned an additional supervisory period and will be compensated at the rate listed in Appendix A.

- C. Additional available supervision assignments shall be offered to qualified employees first. In the event no qualified employee accepts the assignment, the Board may use other personnel to fill the position.
- D. A staff member may volunteer to work on a District named initiative or voluntarily develop their own initiative for approval by the District. Volunteers will not be required to have a supervision period. Approval of initiatives shall not be arbitrary or capricious.
- E. Therapists: Scheduling of Waterford Education Cooperative therapists will be determined by the Director of Special Education.

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

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

6.05 Guiding Coalition

- A. The District may have designated Guiding Coalition members as determined and designated by the Principal. Individuals for these positions will be selected by administration from staff members who apply.

- B. Compensation for Guiding Coalition members

Guiding Coalition members will be compensated at the rate outlined in Appendix A.

6.06 Achievement of Masters Certification

An employee who completes a master degree from an accredited college or university, will have his/her salary increased according to the market rate for regional comparable salaries. Proper documentation must be turned in to the District Office prior to September 1 in order for an increase in salary pay to be issued for that school year.

6.07 Extra Work for Extra Pay

At times the employee may be required or may volunteer to do extra work for the District. Extra work for extra pay will be paid only when pre-approved or assigned by an immediate supervisor or the District Administrator. Compensation will be paid according to Appendix A.

SECTION 7.

POST-EMPLOYMENT BENEFITS

7.01 Application

A. Retirement

All applications for retirement benefits must be filed with the District Administrator no later than March 1 and retirement must be at the end of the school year (June 30). A nonrenewal for staff reduction does not disqualify a teacher to be eligible for this benefit. The District Administrator shall make recommendations to the Board of Education for the approval of applications for retirement benefits.

B. Qualifying for Post-Employment Benefit

Notification of severance of employment with the District must be provided to the District Administrator no later than March 1. To qualify for the post-employment benefits, severance of employment must occur:

1. For Premium Only PE-HRA benefits, qualifying for and retiring from the District in accordance with Retirement Eligibility as defined in Section 7.02 A.
2. For non-elective 403(b) contributions,
 - a. For Tier 1 and/or Tier 2: qualifying for and retiring from the District in accordance with Retirement Eligibility as defined in Section 7.02 A.
 - b. For Tier 3 and 4: completion of at least 5 years of consecutive Full-Time service and return to employment in the 6th school year. Note that if the Teacher does not return to employment in the 6th school year, he/she does not qualify for any portion of the non-elective 403(b) benefit, unless the severance of employment is due to retirement from the District. Please see Section 7.03 B.2. for more information regarding how much of the non-elective 403(b) is vested at severance.

Note that a year of service or a year of full-time service is defined as regularly scheduled to work 30 or more hours per week, taking into account those working 260 vs. 180 days per year.

7.02 Eligibility

A. Post-Employment Premium Only Health Reimbursement Arrangement (PE-HRA) Eligibility

Any regular full-time, degree-holding Teacher who is at least fifty-five (55) years of age and who has served in the School District as a Teacher not less than fifteen (15) consecutive years of full-time service and eligible for the Wisconsin Retirement System (WRS) Pension Benefit may voluntarily retire. Retiring includes severing employment from the District. For the purpose of this policy, a year of service or a year of full-time service is defined as regularly scheduled to work 30 or more hours per week, taking into account those working 260 vs. 180 days per year. "Age" for the purpose of this policy is defined as the employee's age as of June 30 following the school year in which retirement becomes effective. For purposes of determining eligibility for benefits, the teacher may be eligible for one or more benefits based upon the following eligibility Tiers.

Tier 1: Eligible to retire by 6/30/2027

Tier 2: Not eligible for Tier 1 and hired prior to 7/1/2015

Tier 3: Not eligible for Tier 1 and hired prior to 7/1/2015

Tier 4: Teachers hired on/after 7/1/2015

Note: the same group of Teachers are eligible for Tiers 2 and 3. However, benefit eligibility and benefits differ by tier as noted herein.

B. Post-Employment Non-Elective 403(b) Benefits Eligibility

Any regular full-time degree-holding Teacher may be eligible for a non-elective 403(b) benefit based upon the eligibility for tiers and benefits as noted below. For purposes of determining eligibility for benefits, the Teacher may be eligible for one or more benefits based upon the following eligibility Tiers.

Tier	Tier Eligibility	Benefit Eligibility
1	Eligible to retire by 6/30/2027	Retires from the District in accordance with Section 7.01 and 7.02 retirement
2	Not eligible for Tier 1 and hired prior to 7/1/2015	Retires from the District in accordance with Section 7.01 and 7.02 retirement
3	Not eligible for Tier 1 and hired prior to 7/1/2015	Severs employment with the District after at least six (6) consecutive years of full-time service. See Section 7.03 for annual maximum and vesting of benefit
4	Hired on/after 7/1/2015	Severs employment with the District after at least six (6) consecutive years of full-time service. See Section 7.03 for annual maximum and vesting of benefit

Note: the same group of Teachers is eligible for Tiers 2 and 3. However, benefit eligibility and benefits differ by tier as noted herein.

7.03 Retirement and/or Separation Benefit

This section defines the benefits for a Teacher meeting retirement eligibility and/or non-elective 403(b) eligibility requirements as defined in Section 7.02 A. and/or 7.02 B.

A. Post-Employment Premium Only Health Reimbursement Arrangement (PE-HRA)

Tier 1: Teachers, enrolled and participating in the District's health insurance plan on the date of retirement, * eligible for a retirement benefit in accordance with the eligibility for Tier 1, who voluntarily resign, pursuant to these provisions, shall be eligible:

1. To remain in the group health and dental insurance coverages maintained by the District at their own expense payable to the District one (1) month in advance of the date of the premium provided the carrier allows them to do so.
2. For Board of Education contributions to a Post-Employment Premium Only HRA of \$3,000 for each year of service. The total amount of the Post Employment HRA contribution is determined at retirement.

3. To be reimbursed from the PE-HRA up to a maximum of \$12,000 annually, not to exceed actual premium costs for a maximum of 10 years- The benefit withdrawal must begin within the first ten years of retirement, and the stipend payout will be paid over a period of time not to exceed ten years.

*Those Teachers not enrolled on the District's health insurance plan on date of retirement are not eligible for the Post Employment Premium Only HRA. Rather, these retiring Teachers may be eligible for the Tier 1 403(b) contribution noted in Section 7.03 B.

Tier 2: Teachers, enrolled and participating in the District's health insurance plan on the date of retirement, * eligible for a retirement benefit in accordance with the eligibility for Tier 2, who voluntarily resign, pursuant to these provisions, shall receive a contribution to a District-provided Premium Only PE-HRA based upon their years of service as of June 30, 2020. The amount of the PE-HRA contribution is determined and applied as follows:

1. Determination of Premium Only PE-HRA Amount: \$2,000 per year of service from date of hire through June 30, 2020
2. The total amount of the Post Employment HRA contribution is determined at retirement.
3. Eligible retirees may be reimbursed up to a maximum \$12,000 annually, not to exceed the actual premium costs from the date of employee start of retirement until the benefit is exhausted. The benefit withdrawal must begin within the first ten years of retirement, and the stipend payout will be paid over a period of time not to exceed ten years.

*Those Teachers not enrolled on the District's health insurance plan on date of retirement are not eligible for the Post Employment Premium Only HRA. Rather, these retiring Teachers may be eligible for the Tier 2 403(b) contribution noted in Section 7.03 B.

Tiers 3 and 4: Teachers, whether or not enrolled in the District's health plan, shall receive a contribution to a District-provided Premium Only PE-HRA equal to \$350 per year of service from 7/1/2020 to date of retirement. The total amount of the PE-HRA contribution is based upon the annual District funding during years of service. However, the retiree is not qualified to access the account for reimbursement unless or until retirement in accordance with Section 7.02 A. Retirement Eligibility. Eligible retirees may be reimbursed up to a maximum of \$12,000 annually, not to exceed the actual premium costs from the date the employee begins retirement until the benefit is exhausted.

In the event of the untimely death of the teacher, the remaining balance of the Post Employment Premium Only HRA may be used by the teacher's surviving spouse for reimbursement of eligible premiums for the period of time not to extend beyond that which would have been the qualifying teacher's qualification period. This is also noted in Section 7.05 B.

Note: Teachers are not eligible for the Premium Only PE-HRA, if severing employment with the District before meeting retirement as defined in Section 7.01 and 7.02 and/or other provisions as noted in this Section 7. If all required eligibility is not met, benefits are voluntarily forfeited by the former Teacher upon severance of employment.

B. Non-Elective 403(b) Benefit

1. The non-elective 403(b) benefit applies only to those Teachers eligible for Tiers 1 and 2 that are not participating in the District's group health insurance plan on the date of retirement.

Tiers 1 and 2: Teachers, not enrolled and participating in the District's health insurance plan on the date of retirement, eligible for a retirement benefit in accordance with the eligibility for Tier 1, who voluntarily resign, pursuant to these provisions, shall be eligible:

- a. For Board of Education contributions to a non-elective 403(b) of \$1,500 for each year of service from date of hire to retirement. The total amount of the non-elective 403(b) contribution is determined at retirement. The total amount is divided by 5 and the District will make a contribution of 1/5th of the total annually into the retiree's 403(b) beginning in January of the calendar year after the date of retirement.
 - b. Contributions continue until the earlier of:
 - Completion of the 5 payments
 - Death of the retiree, at which point, total remaining contributions are contributed as a lump sum into the retiree's 403(b).
2. The non-elective 403(b) benefit defined in this section 7.03 B.2. only applies to those eligible for Tiers 3 and 4: Teachers meeting eligibility (Section 7.02) and vesting requirements as defined in this Section 7.03 B.2. are eligible for a District-provided non-elective 403(b) benefit.

Tier 3 and 4: Beginning with the 2020/21 school year, upon the successful completion of each school year, the District will contribute to the non-elective 403(b) plan, an amount equal to the total amount the eligible teacher has contributed to their 403(b) account during the school year up to a defined maximum amount for the school year and each year thereafter based upon the following:

From date of hire	Defined Maximum
Years of Consecutive Full-time Service	100% up to:
1 – 5	\$500
6 – 10	\$1,000
11 – 15	\$1,500
16 +	\$2,000

District contributions noted above will be made annually in September after the teacher has successfully completed the school year in June and has returned to employment with the District for the next school year. The Teacher must be an active Full-Time employee at the time the contribution is made. Should the Teacher not return to full-time employment the following school year, the Teacher has not met the eligibility to receive the contribution for the prior year, unless the reason is retirement in accordance with the retirement provisions noted in Section 7.01.

Note, that upon the untimely death of an active full-time Teacher otherwise eligible for

the non-elective 403(b) post-employment benefit according to the above vesting schedule, 100% of the amount of District contributions currently held by the 403(b) vendor become immediately vested.

- a. The default investment under the 403(b) plan will be a target date fund based upon the age and expected retirement year of the teacher. After the initial contribution, teachers can make changes to their investment portfolio in accordance with the plan.
- b. Vesting will consist of a percentage of total District contributions and earnings/losses on such contributions based upon the following schedule:

Vested Amount	Year of Vesting
50%	After the 5 th year of service
75%	After the 10 th year of service
100%	After the 15 th year of service

Teachers will not be fully vested until the completion of their 15 years of service and return to continued employment in the 16th year of service. At that time, the teacher will be 100% vested. If a teacher does not complete a minimum of 15 consecutive years of service and continue employment in the 16th year, the funds contributed into the 403(b) account that are not vested at the time of severance of employment (including any applicable investment earnings or losses related to the non-vested contributions) will be forfeited and used for any lawful purpose, including as an offset to the District's future 403(b) plan contribution(s).

Years of service for vesting purposes start with the teacher's date of employment, even if it is prior to July 1, 2020. For example, a teacher who has completed their 16th year of full-time service in the District by July 1, 2020 would be 100% vested for District-provided contributions made, if such employee is otherwise eligible for Tier 3 or 4 benefits.

There is one exception to the above vesting determination for both Tiers 3 and 4. If an employee is employed with the District for the fiscal year and does not return for the new school year (not employed as of September 15 of the same calendar year) due to retirement (retirement meaning at least age 55 with at least ten years of teaching experience in the District and applying for the WRS pension benefit at severance), the District will grant the non-elective 403 (b) contribution to the employee for the last fiscal year of employment. Besides being granted the year of contributions due to retirement, the School Board will also grant 100% vesting of 403(b) contributions to such employee at retirement, even if the employee did not have 15 years of service.

C. Unused Sick Leave

When a teacher retires from the District, he/she may apply his/her unused sick leave into the HRA retirement benefit at the rate of \$100 per sick leave day.

7.04 Limitations

A. PE-HRA Retirement Benefit

The Premium Only PE-HRA is a retirement benefit and shall apply only to teachers who were actively employed by the District as of June 30, 2020 or hired thereafter and shall not be retroactive to any teachers who retired prior to the date that this program is adopted by the Board of Education. The policy shall not apply to any discharged or terminated employee, or to any employee who was employed with the District on June 30, 2020 but who separates from service with the District before becoming eligible to receive the retirement benefit as defined in Section 7.02 A.

B. Non-Elective 403(b) Post-Employment Benefit

The non-elective 403(b) contribution is a post-employment benefit and shall apply only to teachers who were actively employed by the District on or after July 1, 2020 and meet the eligibility and/or participation requirements of each Tier as defined in Section 7.02 and other provisions as noted herein.

7.05 Termination of Benefits

Note that the District may terminate benefits as noted in Section 7.07. In addition, the following termination provisions apply:

A. Payments under this program shall be automatically terminated if a participant received any unemployment compensation benefit from the District's account.

B. Premium Only PE-HRA Benefit

Use of the PE-HRA benefit from the time of retirement to the earlier of the time the retiree:

- a. 10 years from the date of employee start within 10 years of retirement (Tier 1), or
- b. Exhausts the total HRA funds (Tier 2), or
- c. 10 years from date of the start date of retirement (Tiers 3 and 4), or
- d. Death with no qualifying dependents.

In the event of the untimely death of the teacher, the remaining balance of the Post Employment Premium only HRA may be used by the teacher's surviving spouse for reimbursement of eligible premiums for the period of time not to extend beyond that which would have been the qualifying teacher's qualification period.

C. Non-Elective 403(b) Contribution

Benefits stop accruing at the time of severance of employment. Benefits earned at severance are based upon years of service and retirement for Tiers 1 and 2 the vesting schedule as noted in Section 7.03 B. Any benefit accrued but not vested including interest gains/losses on such contributions are forfeited at severance of employment.

Note, that upon the untimely death of an active full-time Teacher otherwise eligible for the Tier 3 and 4 non-elective 403(b) post-employment benefit according to the vesting schedule, 100% of the amount of District contributions currently held by the 403(b)-vendor become immediately vested.

7.06 Limitations

A. Retirement Benefit

Employees electing to retire under this program shall retain no reemployment rights with the District, nor any other rights or benefits provided them within this program except those specified within this voluntary retirement provision.

Note that should the Employee receiving these retirement benefits become (again) an active employee of the District, such benefits may be suspended during this period of re-employment. Further details are noted in the Post-Employment HRA Plan document.

B. Post-Employment Benefit

Employees electing to sever employment under this program shall retain no reemployment rights with the District, nor any other rights or benefits provided them within this program except those specified within this voluntary post-employment provision.

Note that should the Employee receiving these post-employment benefits become an active employee of the District, payment of the benefit may be suspended during this period of re-employment. Further details are noted in the 403(b) Plan document.

7.07 Reservation of Rights

The District intends to contribute this program indefinitely, but understands that the benefits outlined in this program will extend into the future and are subject to a variety of tax laws, insurance obligations and other requirements that change from time to time. Accordingly, the District reserves the right to amend or terminate the program at any point in the future, including the right to change unfunded benefits provided to former employees and beneficiaries.

7.08 Re-Employment Rights

Employees electing to retire under this program shall retain no re-employment rights with the District nor any other rights or benefits except those specified within this voluntary early retirement provision.

7.09 Unemployment Compensation

In the event that a teacher who is receiving voluntary early retirement benefit pursuant to the terms of this section applies for, and receives unemployment compensation which is drawn against the account of the School District, the voluntary early retirement benefits specified herein shall be reduced by the amount of the unemployment compensation for the duration of the period in which the unemployment compensation is drawn.

7.10 Death Benefits

In the case of death to an employee who is retired or who is eligible for retirement benefits, these benefits shall continue to the spouse of the deceased.

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

SECTION 1. DISCIPLINE AND DISCHARGE

1.01 Length of Probationary Period

Length of Probationary Period: All newly hired employees shall be on probation for a period of one calendar year.

1.02 Standard for Discipline and Termination

- A. Probationary Employee: Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*.
- B. Non-Probationary Employee: A non-probationary employee may be disciplined or terminated for reasons that are not arbitrary or capricious. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*.

1.03 Benefits during Probation

Except as expressed herein, all provisions of this Agreement shall apply to an employee as of the first day of employment. If an employee quits or is terminated during the probationary period, however, no accrued sick leave, vacation, or other benefits shall be due 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.

SECTION 2. HOURS OF WORK AND WORK SCHEDULE

2.01 Letter of Appointment

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

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

2.02 Regular Workday and Starting and Ending Times

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

2.03 Regular Work Week

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

2.04 Part-time Employees

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

2.05 Additional Hours and Overtime - Approval and Assignment

- A. Approval: In order for an employee to work beyond his or her contract 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, 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. 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 Monday and ending at 11:59 p.m. on Sunday.

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) ten (10) minute paid break. Employees scheduled to work at least eight (8) hours per work day shall receive two (2) ten (10) minute paid breaks. Breaks shall be scheduled by the immediate supervisor.

Hours Worked	Break(s) and Lunch Period Scheduling
0 to 3.99 hours	0 minutes
At least 3.5 to 5.99 hours	10 minutes
At least 6.0 to 7.99 hours	10 minutes and 30 minutes duty-free lunch
At least 8.0 or more hours	(2) 10 minutes and 30 minutes duty-free lunch

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

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

2.09 Paraprofessional Absence and Substitutes

When a paraprofessional is to be absent from school and a substitute is needed, it is the responsibility of the paraprofessional to create the absence in RedRover. If possible, such notification should be made the evening prior to the time of absence, or before 5:30 a.m. Any notifications initiated after 5:30 a.m. need to include direct (text/call) notification with the principal. This will help to provide time for obtaining a substitute.

2.10 Emergency School Closings

- A. All custodians are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible.
- 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. Any employee 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 elect one of the options listed in Section 2.10. Employees shall be required to make days up in the event that the District schedules make-up days.
- C. If employees report to work and a decision to close schools is made after that time, those employees will only be paid for the actual hours worked on such day.
- D. If employees report to work and a decision to close schools is made after that time, those employees will only be paid for the actual hours worked on such day those employees may elect one of the options in Section 2.10 for time lost due to the partial school closing.

2.11 Emergency School Closing Employee Options if the Day/Time is Not Made Up

The employee may select one of the following options if the District does not reschedule the day/time:

- A. The employee may come in to work or work an additional day/time at the end of the school year. The time set for make up plus the regular assigned hours cannot exceed forty (40) hours per week, or
- B. the employee may elect to not be compensated for the day/time school was closed, or
- C. the employee may elect to use sick leave, vacation, or personal leave time if available.

The employee should notify the District on the next school day after the day school is closed, begins late or is dismissed early, for an emergency as to which option the employee wishes to select.

2.12 Flexible Schedule

An employee may request a change in his/her weekly work schedule. The request for a change in the employee's weekly work schedule shall be made at least one (1) week in advance of the proposed change, unless circumstances allow for a shorter notice period. The request shall be filed with the

employee's immediate supervisor. The immediate supervisor shall have the authority to grant or deny the employee's request in his/her sole discretion. The scheduling of hours of work under the flexible work schedule is at the sole discretion of the immediate supervisor. All hours of work under a flexible work schedule agreement must be completed within one regular workweek as defined in section 2.05 above, and section 6.04 of part 1 of the *Handbook*. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime.

2.13 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 one and one-half (1.5) hour pay. The District may, at its discretion, require such employees to work the full one and one-half (1.5) hour period. Employees called in to open the building for a special event, i.e. use of school District facility by an outside agency or for co-curricular events, will be paid for the time that the employee is required to be at the District.

2.14 Attendance at Meetings

Employees required to attend meetings called or scheduled by the Employer shall be paid for all hours spent in attendance at such meetings, if such meetings are held when the employee would regularly be on duty.

SECTION 3. ASSIGNMENTS, VACANCIES, AND TRANSFERS

3.01 Job Posting

When a position becomes vacant or a new position is created, notice of such available position shall 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 on the www.wuhs.us. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the tentative work hours of the position, the rate of pay for the position, and the qualifications required for the position.

3.02 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.

3.03 Selection Process

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

3.04 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.

3.05 District Ability to Determine Job Description

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

3.06 Trial Period

A District employee who is selected for a vacancy may serve a trial period in the new position. The trial period will be for thirty (30) working days. Prior to the expiration of the trial period, either the employee or employer may declare the trial period unsatisfactory and the employee shall return to his/her former position. The decision to return the employee to his/her position is not subject to the grievance procedure.

3.07 Involuntary Transfers

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

SECTION 4. PAID VACATION

4.01 Notice

Each employee shall be notified of their total number of vacation days by September 15th of each year.

4.02 Calendar Year Employees (1.0 FTE Scheduled 260 Work Days Per Year)

Paid Vacation will be provided to Calendar Year Full-Time (1.0 FTE) employees according to the following schedule:

Number of Years Worked	Vacation Days Earned
After one (1) year of service	5 days
After two (2) years of service	10 days
After seven (7) years of service	15 days
After fifteen (15) years of service	20 days

Employees in their first year of service earn a pro-rated amount of vacation based upon the number of months worked. For example, an employee hired in October 1, 2011 would be eligible to earn nine-twelfths (9/12) of the employee's vacation allotment on July 1, 2012. This would entitle the employee to $9/12 * 5$ days on July 1, 2012 or 3.75 days. The employee under this example would be entitled to five (5) days of vacation on July 1, 2013. This provision is not retroactive.

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

Although an employee's full annual vacation allotment is made available at the beginning of the applicable twelve-month period (July 1), vacation is earned (accrued) ratably over that period at the rate of one-twelfth (1/12) of the annual allotment for each full month of active service completed during the period. Vacation used before it is earned constitutes an advance against vacation to be earned later in the same twelve-month period and is subject to repayment under Section 4.07.

4.03 Scheduling of Vacation

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

4.04 Vacation Accumulation

An employee may not carry over vacation days from the prior year to the next year's vacation amount. Vacation days, in excess of the days carried over above, not used by the end of the applicable twelve-month period, i.e. June 30th, shall be forfeited.

4.05 Payment Upon Termination/Transfer to a Position Not Eligible for Vacation

Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to ~~the vacation pay remaining in his or her accumulation, as well as a pro-rated amount of the vacation that the employee would have received upon his or her next anniversary~~ pay for vacation that has been earned (accrued) but not used as of the last day worked, less the value of any advanced or over-used vacation recovered under Section 4.07. Compensation for any unused vacation days will be equal to the daily wages per ~~accumulated~~ accrued unused day at the time of the employee's termination and will be reflected on the final paycheck.

4.06 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.

4.07 Recovery of Advanced (Unearned) Vacation

If an employee separates from employment, transfers to a position not eligible for vacation, or otherwise ceases active service before earning the full annual vacation allotment, and the employee has used more vacation than he or she has earned as of the last day worked (calculated at one-twelfth (1/12) of the annual allotment per full month of active service), the excess constitutes advanced, unearned vacation. The value of any advanced, unearned vacation — calculated at the employee's daily rate of pay on the last day worked — shall be repaid to the District. By accepting the annual vacation grant, and as authorized in a separate signed wage-deduction authorization, the employee authorizes the District to deduct the value of any advanced or over-used paid leave (vacation, personal, holiday, or sick) from the employee's final wages and any other amounts owed by the District. If the final pay is insufficient to recover the full amount, the employee shall remain personally liable for the balance and shall repay it to the District within thirty (30) days of the last day worked, and the District may pursue any lawful means of collection. This Section applies only to the extent permitted by applicable law.

SECTION 5. HOLIDAYS

5.01 Holidays Defined

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

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

January 1	Thanksgiving Day
Memorial Day (Federal)	Day after Thanksgiving Day
Good Friday	December 24
July 4	December 25
Labor Day	December 31

5.02 Holidays Falling on Weekends

If any of the holidays listed above, fall on a Saturday, the preceding workday shall be observed as the holiday. If any of the above named holidays falls on a Sunday, the following workday shall be observed as the holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday shall be observed as the December 31st holiday and the preceding Friday shall be observed as the January 1st Holiday. If December 24 and December 31 fall on a Sunday, the preceding Friday shall be declared the holiday unless the preceding Friday is a student contact day. If the preceding Friday is a student contact day, section 5.03 will apply.

5.03 Holidays Falling on Student Contact Days

If any of the holidays listed in section 5.01, above, fall on a student contact day, the employees shall work their regular hours that day, and shall instead receive a paid holiday on a date determined by the Administration.

5.04 Work on a Holiday

Except as provided in section 5.03, above, employees who work on any of the above-mentioned holidays shall be paid time and one-half for all hours worked in addition to the holiday pay. In other words, if the employees receive a different holiday date under section 5.03, this provision shall not apply.

5.05 Holidays during Vacation

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

5.06 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 6. WAGE COMPENSATION AND EXPENSES

6.01 Wage Schedule

The Wage Schedule, shall be approved by the Board of Education on an annual basis.

6.02 Uniforms, Clothing, and Tools

A. Uniform

1. All maintenance employees (custodians, cleaners) of the District may, at the discretion of the District, be required to wear a District approved uniform while on the job
2. All employees shall be required to clean and maintain their work shirts and work/pants

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

6.03 Expenses

Employees required, or approved, by the District to attend conferences, seminars, and professional learning sessions shall not receive reimbursement for travel, meals, lodging, and registration unless prior approval has been received to exceed the amounts. The District reimbursement schedule is found in Appendix B. Employees will be reimbursed at the compensation rate defined in Appendix B or at the actual cost, whichever is less.

SECTION 7. JOB RELATED TRAINING AND LICENSURE

7.01 Professional Learning

The district within its discretion may provide appropriate paid professional learning opportunities or training to each employee.

7.02 Job-Related Education and Training

The District shall, upon prior approval of the District Administrator and/or his/her designee, reimburse employees not to exceed three-hundred dollars (\$300) per contract year for job related education and training, as determined by the District Administrator and/or his/her designee, to be done on the employee's own time. Such training or education shall not be done during the employee's working hours, nor shall it result in overtime. The employee will receive his/her regularly scheduled hourly wage if the District Administrator and/or his/her designee requires the employee to attend job related education and training during the employee's regularly scheduled work day.

SECTION 8. EMPLOYEE EVALUATIONS

8.01 Evaluation

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

8.02 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.

8.03 Frequency

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

8.04 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.

8.05 Comments, Disputes

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

8.06 Evaluators

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

SECTION 9. RESIGNATION FROM EMPLOYMENT

9.01 Notice of Termination of Employment

Employees will give written notice of termination of employment, as soon as possible, but at least ten (10) working days prior to the effective date of resignation. If an employee has ~~overused the holiday, sick or vacation~~ holiday, vacation, personal, or sick time earned (as determined under Sections 4.02 and 4.07), the employee will have an amount equal to the value of that overused leave withheld from his or her ~~last final~~ paycheck, and shall repay any remaining balance as provided in Section 4.07. The District's obligation to pay its share of the employee's insurance benefits will terminate at the end of the month in which the employee works his/her last day. Any employee who breaches this Article shall, at the District's discretion, forfeit any accrued benefits.

SECTION 10. POST-EMPLOYMENT BENEFITS

10.01 Application

A. Retirement

All applications for retirement benefits must be filed with the District Administrator no later than March 1 and retirement must be at the end of the school year (June 30). A nonrenewal for staff reduction does not disqualify a Support Staff to be eligible for this benefit. The District Administrator shall make recommendations to the Board of Education for the approval of applications for retirement benefits. Retirements that occur outside of the timeline above may still be approved by the District Administrator and Board of Education; however, eligibility for retirement benefits is not guaranteed unless the standard timeline is followed.

B. Qualifying for Post-Employment Benefit

Notification of severance of employment with the District must be provided to the District Administrator no later than March 1. To qualify for the post-employment benefits, severance of employment must occur:

1. For Premium Only PE-HRA benefits, qualifying for and retiring from the District in accordance with Retirement Eligibility as defined in Section 10.02 A.
2. For non-elective 403(b) contributions:
 - a. For Tier 1: qualifying for and retiring from the District in accordance with Retirement Eligibility as defined in Section 10.02 A.
 - b. For Tier 2: completion of at least 5 years of consecutive Full-Time service and return to employment in the 6th school year. Note that if the Support Staff does not return to employment in the 6th school year, he/she does not qualify for any portion of the non-elective 403(b) benefit, unless the severance of employment is due to retirement from the District. Please see Section 10.03 B.2. for more

information regarding how much of the non-elective 403(b) is vested at severance.

Note that a year of service or a year of full-time service is defined as regularly scheduled to work 30 or more hours per week, taking into account those working 260 vs. 180 days per year.

10.02 Eligibility

A. Post-Employment Premium Only Health Reimbursement Arrangement (PE-HRA) Eligibility

Any regular full-time, 12-month Support Staff who is at least fifty-five (55) years of age and who has served in the School District as a Support Staff not less than fifteen (15) consecutive years of full-time service and eligible for the Wisconsin Retirement System (WRS) Pension Benefit may voluntarily retire. Retiring includes severing employment from the District. For the purpose of this policy, a year of service or a year of full-time service is defined as regularly scheduled to work 30 or more hours per week for 260 per year. "Age" for the purpose of this policy is defined as the employee's age as of June 30 following the school year in which retirement becomes effective. For purposes of determining eligibility for benefits, the Support Staff may be eligible for one or more benefits based upon the following eligibility Tiers.

Tier 1: Eligible to retire by 6/30/2027

Tier2 Not eligible for Tier 1 and employed by the District as of 7/1/2020 or hired thereafter

B. Post-Employment Non-Elective 403(b) Benefits Eligibility

Regular full-time 12-month Support Staff may be eligible for a non-elective 403(b) benefit based upon the eligibility for tiers and benefits as noted below. For purposes of determining eligibility for benefits, the Support Staff may be eligible for one or more benefits based upon the following eligibility Tiers.

Tier	Tier Eligibility	Benefit Eligibility
1	Eligible to retire by 6/30/2027	Retires from the District in accordance with Section 10.01 and 10.02 retirement
2	Not eligible for Tier 1 and employed by the District as of 7/1/2020 or hired thereafter	Severs employment with the District after at least six (6) consecutive years of full-time service. See Section 10.03 for annual maximum and vesting of benefit

10.03 Retirement and/or Separation Benefit

This section defines the benefits for a Support Staff meeting retirement eligibility and/or non-elective 403(b) eligibility requirements as defined in Section 10.02 A. and/or 10.02 B.

A. Post-Employment Premium Only Health Reimbursement Arrangement (PE-HRA)

Tier 1: Support Staff, enrolled and participating in the District's health insurance plan on the date of retirement, * eligible for a retirement benefit in accordance with the eligibility for Tier 1, who voluntarily resign, pursuant to these provisions, shall be eligible:

1. To remain in the group health and dental insurance coverages maintained by the District at their own expense payable to the District one (1) month in advance of the date of the premium provided the carrier allows them to do so.
2. For Board of Education contributions to a Post-Employment Premium Only HRA of \$3,000 for each year of service. The total amount of the Post Employment HRA contribution is determined at retirement.
3. To be reimbursed from the PE-HRA up to a maximum of \$12,000 annually, not to exceed actual premium costs for a maximum of 10 years from date of employee start within 10 years of retirement. The benefit withdrawal must begin within the first ten years of retirement, and the stipend payout will be paid over a period of time not to exceed ten years.

*Those Support Staff not enrolled on the District's health insurance plan on date of retirement are not eligible for the Post Employment Premium Only HRA. Rather, these retiring Support Staff may be eligible for the Tier 1 403(b) contribution noted in Section 10.03 B.

Tier 2: Support Staff, whether or not enrolled in the District's health plan, shall receive a contribution to a District-provided Premium Only PE-HRA equal to \$250 per year of service from 7/1/2020 to date of retirement. The total amount of the PE-HRA contribution is based upon the annual District funding during years of service. However, the retiree is not qualified to access the account for reimbursement unless or until retirement in accordance with Section 10.02 A. Retirement Eligibility. Eligible retirees may not exceed actual premium costs for a maximum of 10 years from date the employee begins retirement.

PE-HRA contributions (regardless of retiree benefit tier) shall run from the time of retirement to the earlier of the time the retiree:

1. Exhausts the total HRA funds,
2. 10 years from date of retirement or
3. Death with no qualifying dependents.

In the event of the untimely death of the Support Staff, the remaining balance of the Post Employment Premium only HRA may be used by the Support Staff's surviving spouse for reimbursement of eligible premiums for the time period not to extend beyond that which would have been the qualifying Support Staff's qualification period. This is also noted in Section 10.05 B.

Note: Support Staff are not eligible for the Premium Only PE-HRA, if severing employment with the District before meeting retirement as defined in Section 10.01 and 10.02 and/or other provisions as noted in this Section 10. If all required eligibility is not met, benefits are voluntarily forfeited by the former Support Staff upon severance of employment.

B. Non-Elective 403(b) Benefit

1. The non-elective 403(b) benefit as described in this section 10.03 B.1. applies only to those Support Staff eligible for Tier 1 that are not participating in the District's group health insurance plan on the date of retirement.

Tier 1: Support Staff, not enrolled and participating in the District's health insurance plan on the date of retirement, eligible for a retirement benefit in accordance with the eligibility for Tier 1, who voluntarily resign, pursuant to these provisions, shall be eligible:

- a. For Board of Education contributions to a non-elective 403(b) of \$1,500 for each year of service from date of hire to retirement. The total amount of the non-elective 403(b) contribution is determined at retirement. The total amount is divided by 5 and the District will make a contribution of 1/5th of the total annually into the retiree's 403(b) beginning in January of the calendar year after the date of retirement.
 - b. Contributions continue until the earlier of:
 - Completion of the 5 payments
 - Death of the retiree, at which point, total remaining contributions are contributed as a lump sum into the retiree's 403(b).
2. The non-elective 403(b) benefit defined in this section 10.03 B.2. only applies to those eligible for Tier 2: Support Staff meeting eligibility (Section 10.02) and vesting requirements as defined in this Section 10.03 B.2. are eligible for a District-provided non-elective 403(b) benefit.

Tier 2: Beginning with the 2020/21 school year, upon the successful completion of each school year, the District will contribute to the non-elective 403(b) plan, an amount equal to the total amount the eligible Support Staff has contributed to their 403(b) account during the school year up to a defined maximum amount for the school year and each year thereafter based upon the following:

From date of hire	Defined Maximum
Years of Consecutive Full-time Service	100% up to:
1 – 5	\$250
6 – 10	\$500
11 – 15	\$750
16 +	\$1000

District contributions noted above will be made annually in September after the Support Staff employee has successfully completed the school year in June and has returned to employment with the District for the next school year. The Support Staff employee must be an active Full-Time 12-month employee at the time the contribution is made. Should the Support Staff not return to full-time employment the following school year, the

Support Staff has not met the eligibility to receive the contribution for the prior year, unless the reason is retirement in accordance with the retirement provisions noted in Section 10.01.

Note, that upon the untimely death of an active full-time Support Staff otherwise eligible for the non-elective 403(b) post-employment benefit according to the above vesting schedule, 100% of the amount of District contributions currently held by the 403(b) vendor become immediately vested.

- a. The default investment under the 403(b) plan will be a target date fund based upon the age and expected retirement year of the Support Staff. After the initial contribution, Support Staff can make changes to their investment portfolio in accordance with the plan.
- b. Vesting will consist of a percentage of total District contributions and earnings/losses on such contributions based upon the following schedule:

Vested Amount	Year of Vesting
50%	After the 5 th year of service
100%*	100% after 20 year of service

*Support Staff will not be fully (100%) vested until the earlier of:

- Retirement at age 55 with at least 15 years of consecutive service in the District and severance of employment; or
- the completion of their 20 years of service and return to continued employment in the 21st year of service. At that time, the Support Staff will be 100% vested. If a Support Staff does not complete a minimum of 20 consecutive years of service and continue employment in the 21st year, the funds contributed into the 403(b) account that are not vested at the time of severance of employment (including any applicable investment earnings or losses related to the non-vested contributions) will be forfeited and used for any lawful purpose, including as an offset to the District's future 403(b) plan contribution(s).

Years of service for vesting purposes start with the Support Staff's date of employment, even if it is prior to July 1, 2020. For example, a Support Staff who has completed their 20th year of full-time service in the District by July 1, 2020 would be 100% vested for District-provided contributions made, if such employee is otherwise eligible for Tier 3 benefits.

C. Unused Sick Leave

When a Support Staff retires from the District, he/she may apply his/her unused sick leave into the retirement benefit at the rate of \$100 per sick leave day.

10.04 Limitations

A. PE-HRA Retirement Benefit

The Premium Only PE-HRA is a retirement benefit and shall apply only to Support Staff who were actively employed by the District as of July 1, 2020 or hired thereafter and shall not be retroactive to any Support Staff who retired prior to the date that this program is adopted by the Board of Education. The policy shall not apply to any discharged or terminated employee, or to any employee who was employed with the District on June 30, 2020 but who separates from service with the District before becoming eligible to receive the retirement benefit as defined in Section 10.02 A.

B. Non-Elective 403(b) Post-Employment Benefit

The non-elective 403(b) contribution is a post-employment benefit and shall apply only to Support Staff who were actively employed by the District on or after July 1, 2020 and meet the eligibility and/or participation requirements of each Tier as defined in Section 10.02 and other provisions as noted herein.

10.05 Termination of Benefits

Note that the District may terminate benefits as noted in Section 10.01. In addition, the following termination provisions apply:

A. Payments under this program shall be automatically terminated if a participant received any unemployment compensation benefit from the District's account.

B. Premium Only PE-HRA Benefit

Use of the PE-HRA benefit from the time of retirement to the earlier of the time the retiree:

1. Exhausts the total HRA funds,
2. 10 years from date of retirement or
3. Death with no qualifying dependents.

In the event of the untimely death of the Support Staff, the remaining balance of the Post Employment Premium only HRA may be used by the Support Staff's surviving spouse for reimbursement of eligible premiums for the period of time not to extend beyond that which would have been the qualifying Support Staff's qualification period.

C. Non-Elective 403(b) Contribution

Benefits stop accruing at the time of severance of employment. Benefits earned at severance are based upon years of service and retirement for Tier 1 and the vesting schedule as noted in Section 10.03 B for Tier 2. Any benefit accrued but not vested including interest gains/losses on such contributions are forfeited at severance of employment.

Note, that upon the untimely death of an active full-time Support Staff otherwise eligible for the Tier 2 non-elective 403(b) post-employment benefit according to the vesting schedule, 100% of the amount of District contributions currently held by the 403(b) vendor become immediately vested

10.06 Recall Limitations

A. Retirement Benefit

Employees electing to retire under this program shall retain no reemployment rights with the District, nor any other rights or benefits provided them within this program except those specified within this voluntary retirement provision.

Note that should the Employee receiving these retirement benefits become (again) an active employee of the District, such benefits may be suspended during this period of re-employment. Further details are noted in the Post-Employment HRA Plan document.

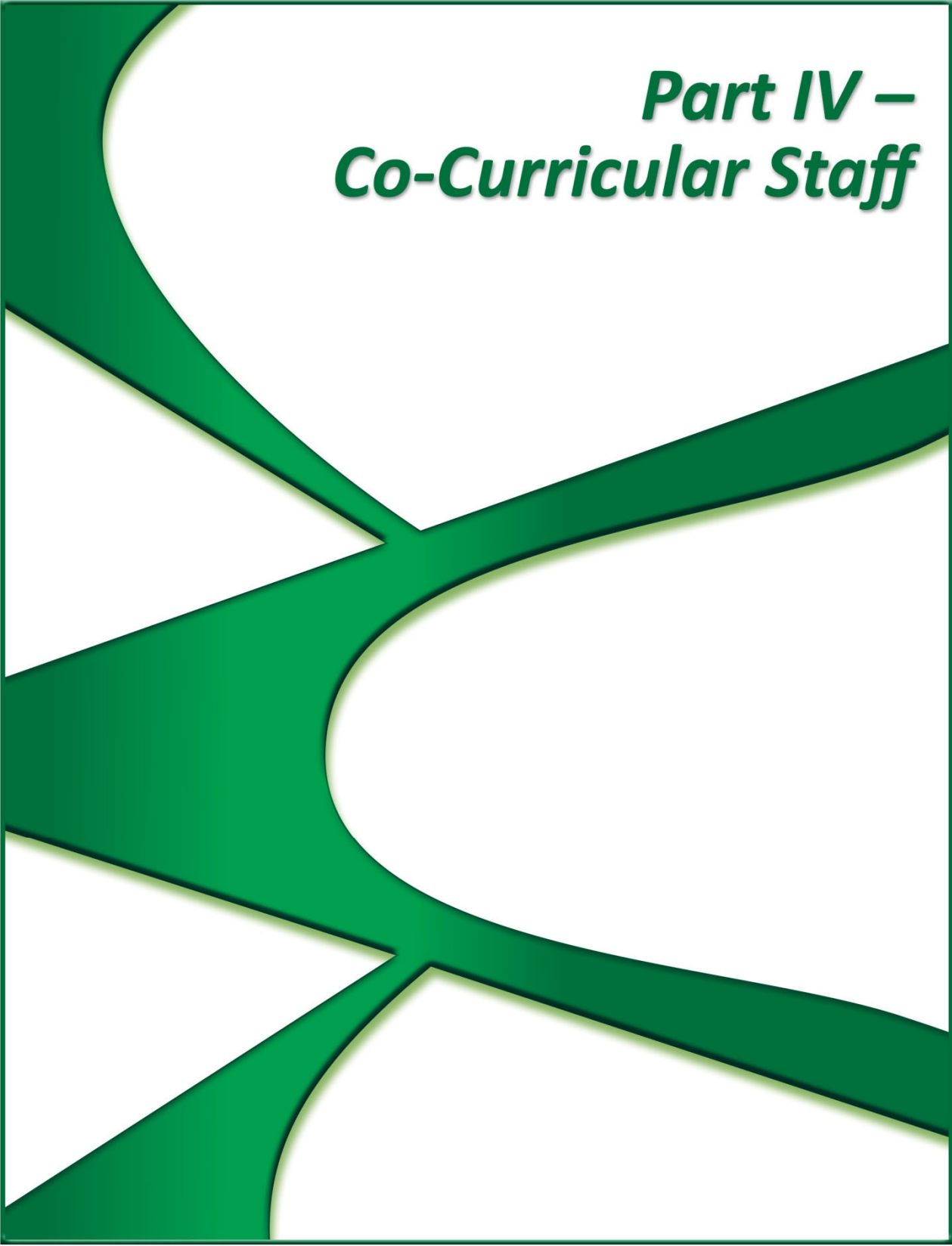
B. Post-Employment Benefit

Employees electing to sever employment under this program shall retain no reemployment rights with the District, nor any other rights or benefits provided them within this program except those specified within this voluntary post-employment provision.

Note that should the Employee receiving these post-employment benefits become an active employee of the District, payment of the benefit may be suspended during this period of re-employment. Further details are noted in the 403(b) Plan document.

10.07 Reservation of Rights

The District intends to contribute this program indefinitely, but understands that the benefits outlined in this program will extend into the future and are subject to a variety of tax laws, insurance obligations and other requirements that change from time to time. Accordingly, the District reserves the right to amend or terminate the program at any point in the future, including the right to change unfunded benefits provided to former employees and beneficiaries.



Part IV – Co-Curricular Staff

SECTION 1.

ATHLETIC AND ACTIVITY ASSIGNMENTS

1.01 Letter of Assignment

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

- A. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant.
- B. The stipend for extra-curricular activities shall be specified in the letter of assignment.
- C. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.

1.02 Payments

Payments for extra-curricular activities shall be made in accordance with District payroll procedures. On-staff personnel will be paid as part of the payroll cycle; off-staff personnel will be paid when their season/activity has concluded as determined by the immediate supervisor. An off-staff advisor of a school-year activity will be compensated with the scheduled payroll during the sports season.

1.03 Work Schedule

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

1.04 Evaluation of Extra-Curricular Assignments

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

1.05 Volunteers

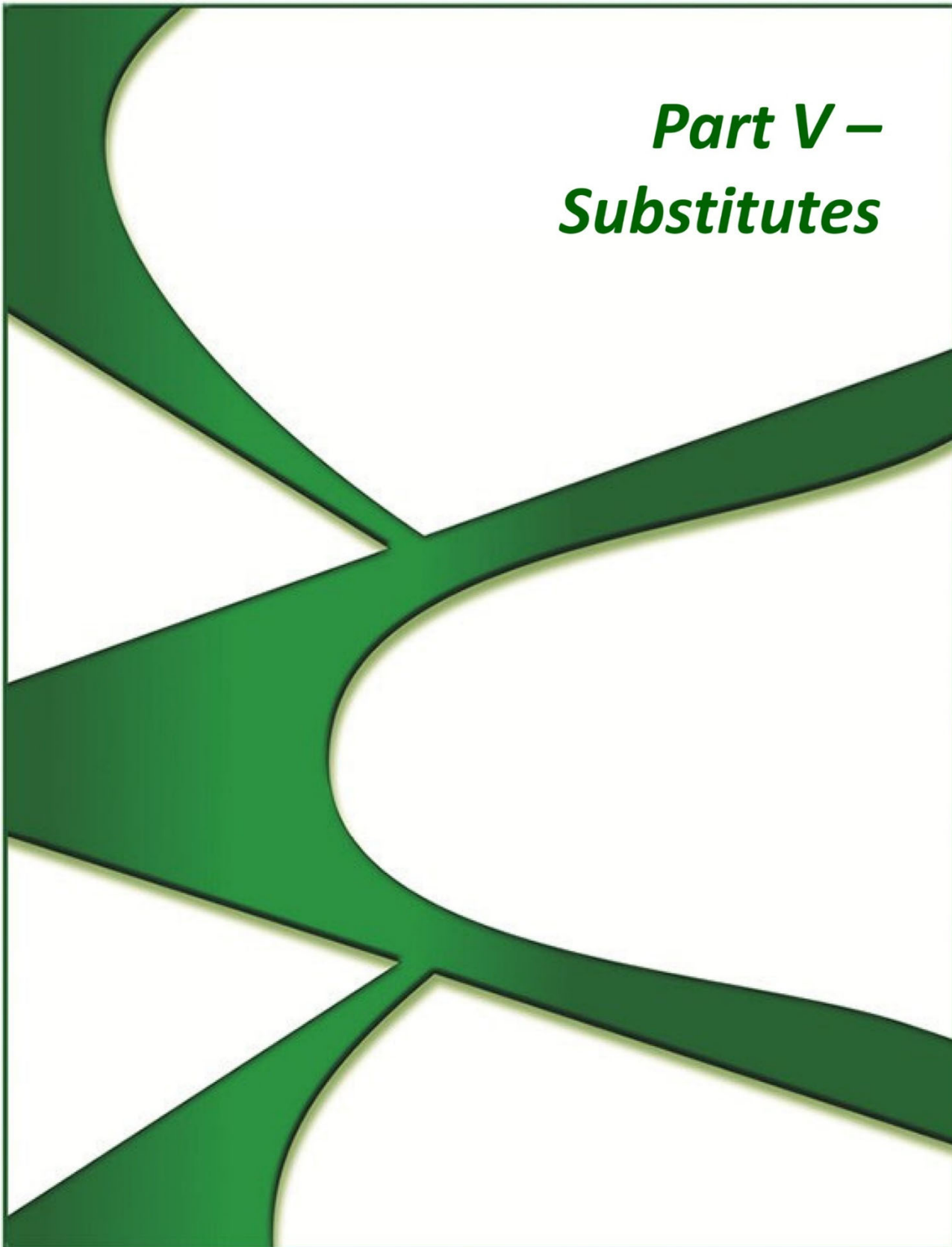
Upon approval from the head coach/advisor and the athletic director or principal, an individual may serve as a volunteer coach/advisor for an extra-curricular activity. The following guidelines apply to volunteers:

- A. They will not be eligible for salary/wages, stipend, or benefits;

- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
- C. They will be responsible for their own personal injuries (i.e., ineligible for worker's compensation);
- D. They must consent to a background check;
- E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
- F. They accept direct and indirect supervision of the head coach; and,
- G. They may be dismissed at any time without cause.

1.06 Extra-Curricular Pay Schedule

Payment for athletics and activities can be found in Appendix C.



Part V – Substitutes

SECTION 1. SUBSTITUTES

1.01 Substitute Teacher Pay Schedule

Substitute teachers shall be employed at the rate established by the District. As of July 1, 2026, the rate of pay is as follows.

Short-Term Hourly Rate \$21.87 per hour

Long-Term Hourly Rate \$25.89 per hour

If the employee works more than ten (10) days in the same position, then the long-term rate applies.

1.02 Substitute Program Aide and Support Staff Pay Schedule

Substitute program aides and clerical support staff shall be compensated at the starting rate of pay for each category of support staff employment.

APPENDIX A

EXTRA PAY FOR EXTRA WORK

Extra pay for extra work will be paid only when pre-approved or assigned by an immediate supervisor or the District administrator.

1. Driver's Education - Behind the Wheel, outside of regular school hours will be paid at a rate per hour listed in Table 1.
2. PLC Guiding Coalition members shall be reimbursed for his/her duties and responsibilities at the rate listed in Table 1 per teacher in the department.
3. Substitution - to replace a teacher who has left school after school has started and for whom no substitute can be provided the Administration may require any teacher, to teach such class or take such supervisory duty with the additional reimbursement per period listed in Table 1.
4. Professional duties such as curriculum work, mentoring, intramurals, and similar activities will be compensated at the rate per hour listed in Table 1.
5. Staff members will be compensated per event on school days and non-school days for the bus chaperone, dance supervision, field trip, athletic event, or similar duties. Compensation rates for events are listed in Table 1. Mileage will be paid for away games.

Advisors of clubs or organizations receiving activity pay as an advisor or assistant advisor will not receive the chaperone fee paid for activities the club sponsors, as they now receive remuneration for club advisor.

Payment for these duties will be made on no less time than a seasonal basis.

Assignment to these duties shall be made by the administration on an alphabetical basis with no less than a two-week notice. After the assignment is made, it will be the teacher's responsibility to report on time. In the event that these supervisory duties are not filled by volunteers, assignments shall be made by the superintendent or principal on an alphabetical basis using the current year's staff list as a guide. Each year an alphabetic list of ten staff members will make up the "on call" list of supervisors. Supervisory assignments will be made alphabetically from that list of ten staff members (and beyond, if necessary). The following year the list will begin where it left off the previous year, so that no staff member is "on call" for more than one year at a time. Assignments must be made with no less than two weeks' notice.

In case of illness or some other reason the teacher cannot fulfill the duty, the teacher him/herself must find a faculty member to take his/her place and should notify the principal at once of the change in assignment. Assignments to fund-raising type of activities held after school hours will be the responsibility of the club or class head advisor.

One male and one female shall be the minimum chaperones at a school dance or similar activity.

6. Direct teaching or skilled maintenance before or after school hours or during the summer will be compensated at the rates per hour listed in Table 1. The Board/Administration retains the right to hire summer school instructors from outside of the teaching staff.

TABLE 1		
Ref.	Extra Pay for Extra Work:	2026-27
1	PLC Guiding Coalition	\$ 1,500.00
2	Substitution, per period	\$ 28.00
3	Professional Duties (curriculum work, mentoring, ...), per hour	\$ 29.63
4	Game Worker hourly rate	\$ 18.25
5	Summer School Direct Teaching, BA, per hour	\$ 32.44
6	Summer School Direct Teaching, MA, per hour	\$ 36.53

APPENDIX B



GUIDELINES FOR EXPENSE REIMBURSEMENTS – CALENDAR YEAR 20XX

We encourage employees to attend meetings and workshops as a professional educator. Direct expenses are allowed. To receive reimbursement, the following guidelines must be observed.

1. Listed mileage on the expense sheet is sufficient.
2. Receipts from restaurants must accompany requests for meal and incidental expense.
3. Lodging requests must be pre-approved. Only single rates will be approved.

The following maximum allowable amounts are in effect:

- Mileage \$0.XX per mile
- Lodging \$XXX per day

M&IE incurred will be reimbursed at the full daily amount of \$64 total when the date of travel is neither the first nor the last day of travel. M&IE incurred on the first and last day of travel will be reimbursed at 75% of the full daily amount or \$48 maximum per day.

ACH PAYMENT FORM

I authorize Waterford Union High School to initiate entries to my checking/savings account. This authority will remain in effect until I notify you in writing to cancel it in such time as to afford the company a reasonable opportunity to act on it. Please print the following information:

Name: _____

Signature: _____ Dated: _____

Vendor/Individual Name: _____

Contact Name: _____ Phone Number: _____

Email address: _____

This email address will receive the payment information including the invoice number(s) that are being paid.

Bank Name: _____ Phone Number: _____

Bank Address: _____

Financial Institution Routing Number: _____

(Between these symbols |: |: on the button left of your check)

Account Number: _____

Type of Account (check one): Checking Account _____ OR Savings Account _____

Type of Account (check one) : Personal Account _____ OR Business Account _____

QUESTIONS? Please email our team: accountingoffice@wuhs.us

EXPENSE REIMBURSEMENT

Guidelines for Expense Reimbursements

APPENDIX B EXPENSE REIMBURSEMENT (FORM)

WATERFORD UNION HIGH SCHOOL EXPENSE STATEMENT AND REIMBURSEMENT REQUEST (Revised 01-31-25)					20XX
DATE	DESTINATION	DUTIES PERFORMED/ PURPOSE OF TRIP	MILES TRAVELED (\$0.70/MILE)	OTHER (M&IE)	AMOUNT REQUESTED

I certify that the above is an accurate record of expenses incurred and/or work performed.
Notes:

Total Reimbursement Requested \$ _____

Completed ACH Form YES ☐ NO ☐

If no, fill out the back of this form.

Name (Print LEGIBLY) _____

Date _____

Address (Non-WUHS Staff Members Only) _____

Signature _____ Administrative Approval _____

*SEE GUIDELINES FOR EXPENSE REIMBURSEMENT ON BACK OF FORM

Rev. 01/31/2025

APPENDIX C

COMPENSATION OF EXTRA CURRICULAR DUTIES

The Board of Education and the Superintendent will annually have the right to increase or decrease the number of assistants that appear on the supplementary pay schedule, to pay coaches of new sports in the extra-curricular activities the same as similar sports, based on length of season and number of events participated in. The Pay Schedule for any new sports and/or activities shall be comparable to the same of similar existing sport and/or activity based on the number of events played, length of season, number of students involved, degree of responsibility, and amount of equipment involved.

POSITION	BASE PERCENTAGE
Diversity Club	1.5%
Mock Trial	1.5%
Mentor Teacher	1.7%
Mentoring Students	1.7%
Intramurals/Table Tennis	2%
Library	2%
Spanish Club	2%
Model UN	2%
Outdoor Club	2%
Wiz Kids	2%
Tri-M	2%
Wolv-Tech	2%
Art Club	2%
National Honor Society-Assistant	3%
Drama Club	3%
French Club	3%
Student Council-Assistant	3%
Skills USA	3%
Pit Orchestra	3%
Best Buddies	4%
Exchange Club (AFS)	4%
W-Club	4%
CHASE	4%
FFA Assistant	4%
Forensics-Assistant	4%
Yearbook-Assistant	4%
Drama Assistant	5%
E-Sports Club	5%
Robotics	5%
Yearbook-Head	7%
National Honor Society-Head	10%
Student Council-Head	10%
Forensics-Head	10%
Band	12%
Choral	12%
FFA Head	12%
Drama Head	12%
Game Worker Pay/Fitness Center Supervisors/Detention Supervisors/Event Supervisors	\$18.25/hour

<u>SPORT:</u>	Base Percentage
Golf, Assistant	5%
Tennis, Assistant	5%
Cheer, Assistant	5%
Cross Country, Assistant	5%
Pom, Assistant	5%
Powerlifting Assistant	5%
Bowling, Assistant	5%
Baseball, Assistant	7%
Soccer, Assistant	7%
Softball, Assistant	7%
Volleyball, Assistant	7%
Track, Assistant	7%
Basketball, Assistant	8%
Football, Assistant	8%
Gymnastics, Assistant	8%
Wrestling, Assistant	8%
Golf, Head	9%
Tennis, Head	9%
Powerlifting Head	9%
Bowling, Head	9%
Baseball, Head	11%
Cheer, Head	11%
Cross Country, Head	11%
Pom, Head	11%
Soccer, Head	11%
Softball, Head	11%
Volleyball, Head	11%
Track, Head	11%
Basketball, Head	13%
Football, Head	13%
Gymnastics, Head	13%
Wrestling, Head	13%
Hockey, Head	
Hockey, Assistant	
Swim, Head	
Swim, Assistant	

APPENDIX D EMPLOYEE BENEFITS OVERVIEW

Waterford Union High School Summary of Benefits

	Less than 30 hours Part Time	30-39.5 hours Full Time	40 hours Full Time
HEALTH	No	Yes	Yes
<i>Employee Contribution</i>	N/A	25%	12%
<i>Cash-in-lieu</i>	No	\$4,437 per year	\$5,916 per year
DENTAL	No	No	Yes
LIFE INSURANCE	If WI Ret. Guidelines are met	Yes	Yes
LONG-TERM DISABILTY	No	Yes	Yes
SHORT-TERM DISABILTY	No	Yes	Yes
VISION	Yes (If 20 hours or more)	Yes	Yes
WI Retirement	If WI Ret. Guidelines are met	Yes	Yes
403(b)	Yes	Yes	Yes
Flex Plan	No	Yes	Yes

APPENDIX E

NOTICE OF NONDISCRIMINATION

2260 - NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY

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

The Board does not discriminate on the basis of race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex (including gender status, change of sex or gender identity), or physical, mental, emotional or learning disabilities ("Protected Classes") in any of its student programs and activities. This policy is intended to support and promote nondiscriminatory practices in all District and school activities, particularly in the following areas:

- A. use of objective bases for admission to any school, class, program, or activity;
- B. prohibition of harassment towards students and procedures for the investigation of claims (see Policy 5517);
- C. use of disciplinary authority, including suspension and expulsion authority;
- D. administration of gifts, bequests, scholarships and other aids, benefits, or services to students from private agencies, organizations, or persons;
- E. selection of instructional and library media materials in a nondiscriminatory manner and that reflect the cultural diversity and pluralistic nature of American society;
- F. design and implementation of student evaluation practices, materials, and tools, but not at the exclusion of implementing techniques to meet students' individual needs;
- G. design and configuration of facilities;
- H. opportunity for participation in extra-curricular and co-curricular activities, provided that separate programs for male and female students may be available provided comparable activities are made available to all in terms of type, scope, and District support; and
- I. the school lunch program and other school-sponsored food service programs.

The Board is also committed to equal employment opportunity in its employment policies and practices as they relate to students. The Board's policies pertaining to employment practices can be found in Policy 1422, Policy 3122, and Policy 4122 – Nondiscrimination and Equal Employment Opportunity.

The District will identify, evaluate, and provide a free appropriate public education to students with disabilities who are determined eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 (Section 504).

The District's educational programs include the academic and nonacademic setting. Each qualified student with a disability shall be educated with students without disabilities to the maximum extent appropriate. In the nonacademic setting, a student with a disability shall participate with students without disabilities to the maximum extent appropriate.

Notice of the Board's policy on nondiscrimination and the identity of the District's Compliance Officer(s) (see below) will be published on the District's website, posted throughout the District, and included in the District's recruitment statements or general information publications

Principal's Responsibilities

Each Principal shall verify that the procedures used with students and parents for selection of and participation in any part of the District's academic, co-curricular, or extra-curricular programs do not discriminate on the basis of the Protected Classes.

District Administrator's Responsibilities

In furtherance of the aforesaid goal, the District Administrator shall:

A. Curriculum Content

1. review current and proposed courses of study and textbooks to detect any bias based upon race; color; age; pregnancy; marital or parental status; sex or sexual orientation; religion; national origin; ancestry; culture; creed; or physical, mental, emotional, or learning disability, ascertaining whether or not supplemental materials, singly or taken as a whole, fairly depict those Protected Classes toward the development of human society;
2. provide that necessary programs are available for students with limited use of the English language;

B. Staff Training

develop an ongoing program of staff training and in-service training for school personnel designed to identify and solve problems of bias based upon the Protected Classes in all aspects of the program;

C. Student Access

1. review current and proposed programs, activities, facilities, and practices to ensure that all students have equal access thereto and are not segregated on the basis of race, creed, color, pregnancy, marital or parental status, sex or sexual orientation, disability, or national origin in any duty, work, play, classroom, or school practice, except as may be permitted under State regulations;
2. verify that facilities are made available in a nondiscriminatory fashion, in accordance with Board Policy 7510 - Use of District Facilities, for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society;

3. verify that the educational programs of this District are accessible to all students;

All programs need to be designed and scheduled so the location or nature of the facility or area will not deny an otherwise qualified student with a disability the opportunity to participate in the academic or other school programs on the same basis as students without disabilities.

4. require that service animals for students who require this type of assistance shall be permitted access to all facilities, programs, and events of the District.

D. District Support

require that like aspects of the District program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

E. Student Evaluation

verify that tests, procedures, and guidance and counseling materials, which are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated or stereotyped on the basis of race, creed, color, pregnancy, marital or parental status, sex or sexual orientation, or national origin.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant: is the individual who alleges, or is alleged, to have been subjected to discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Day(s): Unless expressly stated otherwise, the term “day” or “days” as used in this policy means business day(s) (i.e., a day(s) that the District office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Military status: refers to a person’s status in the uniformed services, which includes the performance of duty on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It also includes the period of time for which a person is absent from school for the purpose of an examination to determine the fitness of the person to perform any duty listed above.

Respondent: is the individual who has been alleged to have engaged in discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community: means students and Board employees (i.e., administrators, and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

The District Administrator shall publicize the name of the compliance officer(s) who is/are responsible for coordinating the District's efforts to comply with the applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or equal access. The Compliance Officer(s) also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), is provided to students, their parents, staff members, and the general public.

The District Administrator shall attempt annually to identify children with disabilities, ages 3 - 22, who reside in the District but do not receive a public education.

In addition, the District Administrator shall establish procedures to identify students with limited English proficiency and to assess their ability to participate in District programs, and develop and administer a program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation, and exit guidelines and shall be designed to provide students with

effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this program, the District will evaluate the progress of students in achieving English language proficiency in the areas of listening, speaking, reading and writing, on an annual basis.

Reporting Procedures

Students and District employees are required, and all other members of the District community and Third Parties are encouraged to promptly report suspected violations of this policy to an administrator, supervisor, or other District official so that the Board may address the conduct. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the District's Compliance Officer within two (2) days.

Members of the District community, which includes students or Third Parties, who believe they have been discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying, the Principal believes that the reported misconduct may constitute discrimination based on a Protected Class, the Principal shall report the act to one of the COs, who shall investigate the allegation in accordance with this policy. While the CO investigates the allegation, the Principal shall suspend the Policy 5517.01 investigation to await the CO's written report. The CO shall keep the principal informed of the status of the Policy 2260 investigation and provide the Principal with a copy of the resulting written report.

The COs will be available during regular school/work hours to discuss concerns related to discrimination/retaliation. COs shall accept reports of discrimination/retaliation directly from any member of the District community or a Third Party and reports that initially are made to another District employee. Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation) or designate a specific individual to conduct such a process.

The CO will provide a copy of this policy to the Complainant and the Respondent. In the case of a formal complaint, the CO will prepare recommendations for the District Administrator or oversee the preparation of such recommendations by a designee. All members of the District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) days of learning of the incident/conduct.

Any District employee who directly observes discrimination/retaliation of a student is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) days. Additionally, any District employee who observes an act of discrimination/retaliation is expected to intervene to stop the misconduct unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other District employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO/designee must contact the Complainant if age eighteen (18) or older or the Complainant's parents/guardians if the student is under the age of eighteen (18) within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

District Compliance Officers (hereinafter referred to as the "COs")

The Board designates the following individuals to serve as the District's COs:

Daniel F. Foster Principal
(262) 534-3189, Ext. 3501
611 W. Main Street, Waterford, WI 53185
dfoster@wuhs.us

Jill Stobber
Athletic and Activities Administrator
(262) 534-3189, Ext. 3201
611 W. Main Street, Waterford, WI 53185
jstobber@wuhs.us

The name(s), title(s), and contact information of this/these individual(s) will be published annually on the School District's website and in the staff and student handbooks.

A CO will be available during regular school/work hours to discuss concerns related to student discrimination in educational opportunities under this policy.

Investigation and Complaint Procedure

The CO shall investigate any complaints brought under this policy. Throughout the course of the process as described herein, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All complaints must include the following information to the extent known: a description of the alleged violation, the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

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

Upon receiving a complaint, the CO will consider whether any action should be taken during the investigatory phase to protect the Complainant from further loss of educational opportunity, including but not limited to a change of work assignment or class schedule for the Complainant, tentative enrollment in a program, or other appropriate action. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO still may take whatever actions are deemed appropriate in consultation with the District Administrator.

As soon as appropriate in the investigation process, the CO will inform the Respondent that a complaint has been received. The person(s) must also be provided an opportunity to respond to the complaint.

All investigations shall be commenced as soon as practicable upon receipt of a complaint and concluded as expeditiously as feasible, in consideration of the circumstances, while taking measures to complete a thorough investigation. The complaining party shall be notified in writing of receipt of the complaint within forty-five

(45) days of the complaint and shall reach a determination concerning the complaint within ninety (90) days of receipt, unless additional time is agreed to by the complaining party.

The investigation will include:

- A. interviews with the complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who reasonably may be expected to have any information relevant to the allegations, as determined by the CO;
- D. consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO or designee shall prepare and deliver a written report to the District Administrator which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definitions in this Policy, as well as in State and Federal law as to whether the Complainant has been denied access to educational opportunities on the basis of one of the protected classifications, based on a preponderance of evidence standard. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved.

The CO may consult with the Board's attorney during the course of the investigatory process and/or before finalizing the report to the District Administrator.

In cases where no District CO is able to investigate a complaint due to concerns regarding conflicts, bias or partiality, or for other reasons that impair the CO's ability to conduct an investigation, the CO may in consultation with the District Administrator or Board President if the matter involves the District Administrator, engage outside legal counsel to conduct the investigation consistent with this policy.

Absent extenuating circumstances, within five (5) days of receiving the report of the CO or designee, the District Administrator either must issue a written decision regarding whether the charges have been substantiated or request further investigation. A copy of the District Administrator's final decision will be delivered to both the Complainant and to the Respondent, if any. The District Administrator may redact information from the decision in the event the release of information raises concerns regarding the integrity of the complaint or investigation process. The Board authorizes the District Administrator to consult with legal counsel to determine the extent to which information in an investigation report must be provided to either the Complainant or Respondent.

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

If the Complainant feels that the decision does not adequately address the complaint s/he may appeal the decision to the State Superintendent of Public Instruction by submitting a written request to the Wisconsin Department of Public Instruction, Pupil Nondiscrimination Program, or by contacting the DPI Pupil Nondiscrimination Program at (608) 267-9157. Any person, including the Respondent in a complaint, who is subject to disciplinary action up to and including termination as a result of a complaint may choose to file a Grievance utilizing the District's grievance procedure as outlined in Policy 3430 or Policy 4430.

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

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Additional School District Action

If the evidence suggests that any conduct at issue violates any other policies of the Board, is a crime, or requires mandatory reporting under the Children's Code (Sec. 48.981, Wis. Stat.) (Policy 8462), or threats of violence (Policy 8462.01), the CO or District Administrator shall take such additional actions as necessary and appropriate under the circumstances, which may include a report to the appropriate social service and/or law enforcement agency charged with responsibility for handling such investigations.

Privacy/Confidentiality

The District will make reasonable efforts to protect the privacy of any individuals involved in the investigation process. Confidentiality cannot be guaranteed however. Additionally, the Respondent must be provided the Complainant's identity.

During the course of an investigation, the CO or designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

Remedial Action and Monitoring

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to counseling services, reinstatement of leave taken because of the discrimination, the opportunity to complete assignments missed due to absences related to the discrimination, or other appropriate action.

The Board may appoint an individual, who may be a District employee, to follow up with the Complainant to ensure no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly.

Sanctions and Disciplinary Action

The Board shall vigorously enforce its prohibitions against discrimination/retaliation by taking appropriate action reasonably calculated to stop and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of any relevant codes of conduct.

When imposing discipline, the District Administrator shall consider the totality of the circumstances involved in the matter, including the ages and maturity level of any student involved. In those cases where

discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

Where the Board becomes aware that a prior disciplinary action has been taken against the Respondent, all subsequent sanctions imposed by the Board and/or District Administrator shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of discriminatory practices. The District Administrator shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information, provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including but not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports, allegations, complaints, and statements collected;
- C. a narrative of all actions taken by District personnel;
- D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;
- E. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- F. all documentary evidence;
- G. e-mails, texts, or social media posts related to the investigation;

- H. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- I. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- J. dated written determinations to the parties;
- K. dated written descriptions of verbal notifications to the parties;
- L. written documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt;
- M. documentation of all actions, both individual and systemic, taken to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- N. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);
- O. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- P. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal 118.13 Wis. Stats.

P.I. 9, Wis. Adm. Code

P.I. 41, Wis. Adm. Code
Fourteenth Amendment, U.S. Constitution
20 U.S.C. 1701 et seq., Equal Educational Opportunities Act of 1974 20 U.S.C. 7905, Boy Scouts of America
Equal Access Act
29 U.S.C. 794, Section 504 of the Rehabilitation Act of 1973, as amended 42 U.S.C. 6101 et seq., Age
Discrimination Act of 1975
42 U.S.C. 2000 et seq., Civil Rights Act of 1964
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended 29 C.F.R. Part 1635, The
GINA Regulations
34 C.F.R. Part 110, The Age Discrimination Act Regulations
Guidelines for Vocational Education Programs, Department of Education, Office for Civil Rights, March 21,
1979