

COCHRANE-FOUNTAIN CITY SCHOOL DISTRICT



HOME OF THE PIRATES

Employee Handbook

2019-2020

Cochrane-Fountain City School District
S2770 State Road 35
Fountain City, WI 54629

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Cochrane-Fountain City School District Mission Statement

The Cochrane-Fountain City School District is committed to working and communicating as a team to provide a safe and positive environment for ALL students. By providing a quality education that promotes optimal academic and emotional growth, we empower individuals to become caring, competent, responsible citizens enabling them to succeed in an ever-changing world.

Non-Discrimination Statements

Equal Opportunity Employment and Non-Discrimination: The District is committed to equal employment opportunity in its personnel practices. The School Board's goal, intent, and specific directive is that the District shall maintain policies, practices, and a workplace environment that are free from all unlawful discrimination, harassment and retaliation. Accordingly, recruitment, hiring, and all personnel administration (e.g., training, assignments, compensation, evaluation, and discipline) shall be conducted so as not to illegally discriminate against any applicant or employee on the basis of age, race, religion, sex, sexual orientation, disability, citizenship, marital status, pregnancy, national origin, creed, color, political or religious affiliation, ancestry, arrest or conviction record, military service, use or nonuse of a lawful product off school 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 reason prohibited by applicable law. Specific state and federal laws and regulations further define the actions that do, or do not constitute unlawful discrimination, harassment or retaliation with respect to the various protected classes. For more information, see Board Policy 511.

Equal Educational Opportunity (Student Non-Discrimination): The right of the student to be admitted to school and to participate fully in curricular, co-curricular, student services, recreational or other programs or activities shall not be unlawfully abridged or impaired because of a student's sex, sexual orientation, race, color, national origin, ancestry, religion, creed, age, pregnancy, marital or parental status, any physical, mental, emotional or learning disability, or any other legally-protected status or classification. Accordingly, the School Board prohibits all forms of unlawful discrimination against students, regardless of the legally protected status or classification that serves as the basis for any prohibited discriminatory conduct, policy, or practice. For more information, see <u>Board Policy 411</u>.

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PART I - PROVISIONS APPLICABLE TO ALL EMPLOYEES

SECTION 1. INTRODUCTION

1.01 About this Handbook

- A. <u>Employees Covered</u>: This *Handbook* is provided as a reference document for employees of the Cochrane-Fountain City School District (hereinafter referred to as "District"). Some provisions of this *Handbook* apply to all employees, while other provisions of this *Handbook* apply to certain types of employees. Specific designations will be made regarding the applicability of provisions to specific employee types.
- B. <u>Disclaimer</u>: 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. Except for employees who possess an individual contract with the District, 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 guarantee 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 relevant section of this *Handbook* or individual contract.
- C. <u>Conflict</u>: In case of a direct conflict between this *Handbook*, rules, regulations or policies of the School Board (hereafter Board) and any specific provisions of an individual contract, the individual contract shall control.
- D. Not All-Inclusive: This 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. Board policies are on the school website at www.cfc.k12.wi.us and are incorporated by references into this Handbook. Additional procedures and processes based upon an employee's position with the district will be made available to them. Each employee must 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 Cochrane-Fountain City Board of Education.
- E. <u>Conformity to Law</u>: If any provision of this *Handbook*, addendum or appendix is held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any section, addendum or appendix to this *Handbook* is restrained by such court, the remainder of this *Handbook* shall not be affected.

1.02 Definitions

- A. Employee Type by District Classification:
 - 1. <u>Administrative Employees</u>: Administrative employees are defined as employees who are required to have a contract under Wis. Stat. § 118.24. District administrative employees include the superintendent and principals.
 - 2. <u>Bus Drivers</u>: Bus drivers are employees who hold CDL licenses and are hired to drive a school bus or other qualifying commercial motor vehicle for District purposes.
 - 3. <u>Co-Curricular/Extra-Curricular Staff</u>: Co- or extra-curricular staff are employees who are hired to supervise athletics (extra-curricular) or other school sponsored activities (co-curricular).
 - a. <u>Extra-Curricular</u>: Extra-Curricular activities are activities that may be offered or coordinated by a school but may not be explicitly connected to academic learning. Athletics are considered to be extra-curricular activities.
 - b. <u>Co-Curricular</u>: Co-Curricular refers to activities, programs and learning experiences that complement what students are learning in school, i.e. experiences that are connected to or

- mirror the academic curriculum. Math Team, FFA, FBLA, Forensics, Choir, Band and related activities are considered to be co-curricular activities.
- 4. <u>District Staff</u>: District staff includes exempt (salaried) employees of the District, some of whom serve in supervisory capacity. District staff positions include the Facility/Custodian Supervisor, Food Service Director, Payroll and Student Accounts Specialist and Accounts and Budget Specialist.
- 5. <u>Substitute Employees:</u> Substitute employees are defined as persons hired to replace a regular employee during the regular employee's absence.
- 6. <u>Support Staff</u>: Support staff includes all non-exempt (hourly) **regular employees** of the District. Support staff positions include food service workers, paraprofessionals, custodians, and the mechanic/general maintenance worker.
- 7. <u>Teachers</u>: Teachers are defined as employees hired under a contract pursuant to Wis. Stat. §118.21. Teachers includes the school nurse, guidance counselor and librarian.

B. Employee Type by Method of Pay:

- 1. <u>Fixed Rate Employees</u>: Fixed Rate Employees are defined as *exempt* employees who receive a pre-determined amount of pay per day worked (i.e. substitute teachers) or per route driven (i.e. bus drivers for regular routes).
- 2. <u>Hourly Employees</u>: Hourly Employees are defined as *non-exempt* employees who receive a predetermined amount of pay per hour worked and whose compensation per pay period is based upon the amount of hours worked during that pay period (i.e. paraprofessionals, food service workers, custodians, secretaries, bus drivers for additional trips or overnight trips).
- 3. <u>Salaried Employees</u>: Salaried employees are defined as *exempt* employees who receive a fixed amount of compensation per pay period regardless of the number of hours worked during that pay period (i.e. district employees.)
- 4. <u>Employees Paid by Stipend</u>: Employees who receive a fixed stipend for work performed by the district are employees paid by stipend (i.e. athletic coach not otherwise employed by the District).

C. Employee Type by the Months Worked Per Year:

- 1. <u>Year-Round Employees</u>: Year-Round Employees are defined as persons who are hired to work primarily a 2080 hour year-round schedule.
- 2. <u>School Year Employees</u>: School Year Employees are defined as employees who are hired to work primarily only during the school year.
- 3. <u>Seasonal/Summer School Employees</u>: Seasonal or summer school employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District

D. Employee Type by Permanency of Employment:

- 1. <u>Casual Employees</u>: 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. (i.e. kitchen helper, referee, athletic coach or activity advisor not otherwise employed by the District.)
- 2. <u>Regular Employees</u>: Regular Employees are defined as employees whom the District considers continuously employed, working either year-round or during the school year only, until the District, at its discretion, changes the status of the employee. A regular employee does not include casual, substitute or temporary employees as defined in this Section.
 - a. <u>Regular Full-Time Employees:</u> Regular full-time employees are defined as employees whose letter of assignment or contract specifies an assignment of at least 40 hours per week during the school year or year-round.
 - b. <u>Regular Part-Time Employees</u>: Regular part-time employees are defined as employees whose letter of assignment or contract specifies an assignment of less than 40 hours per week during the school year or year-round.
- 3. <u>Substitute Employees:</u> Substitute employees are defined as persons hired to replace a regular employee during the regular employee's absence.

- a. <u>Substitute Teachers:</u> Substitute teachers are defined as non-exempt staff without individual contracts under Wis. Stat. §118.21 who are hired to replace a regular teacher during that teacher's absence.
- b. <u>Short-Term Substitute Teachers</u>: Short-Term Substitute Teachers are defined as substitute employees employed pursuant to a contract under Wis. Stat. § 118.21 for no more than 45 consecutive days in the same teaching position.
- c. <u>Long-Term Substitute Teachers</u>: Long-Term Substitute Teachers are defined as substitute employees employed pursuant to a contract under Wis. Stat. §118.21 for more than 45 consecutive days in the same teaching position.
- 4. <u>Temporary Employees</u>: 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 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 the standards of conduct set out in Board policies, this *Handbook*, state and federal statutes and laws, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment. See Board Policy 522.

1.04 Management Rights

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

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

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

SECTION 2. DISTRICT PROPERTY AND FINANCES

2.01 District Property Use, Care & Disposition

A. <u>Care of District Property</u>: The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care

- for any equipment issued and to take precautions against theft. Employees cannot take District property for personal use or gain.
- B. <u>Disposition of District Property</u>: Sales or other disposition of District property shall be conducted in accordance with Board policies. See <u>Board Policy 690</u>.
- C. <u>Inventorying District Property</u>: Equipment inventory records are kept digitally and are updated annually at the end of the school year. When adding or discarding materials in a classroom, notify the District Office. All textbooks are school property and must be numbered and identified as school property on the inside cover. Students who are issued a textbook must sign his/her name on the form inside the front cover. Teachers are responsible for keeping accurate lists of the textbooks assigned to each student.
- D. <u>Reserving District Rooms/Space</u>: Requests to reserve a room in the building, such as the auditorium, for any purpose during or outside of the school day must be done by completing a <u>Facility Use Form</u> (available on the school website) and submitting it to the Activities Office.
- E. <u>Return of District Property</u>: Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, for example, employee identification badges and the keys for building entry. District equipment borrowed for short-term use should be returned the first workday after project completion.
- F. <u>School Vehicle Use</u>: Employees wishing to use a school vehicle for school business must submit a <u>Vehicle Use Form</u> to the Activities Office at least five days prior to the date of requested use.

2.02 District Finances

- A. Cash Handling & Activity Account Management: All cash deposits should be turned into the District Office by 1:30 p.m. along with an appropriately completed deposit form. The Activity Accounts Manual provides standardized procedures and fiscal controls for the administration of activity accounts and fundraising in the Cochrane-Fountain City School District. Adherence to these procedures is expected from all district staff and students involved in the management of these funds. See Board Policy 374 and Board Policy 662.1 and the Cochrane-Fountain City School District Activity Accounts Manual.
- B. <u>Financial Controls and Oversight</u>: Employees shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. 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. See <u>Board Policy 660</u>.
- C. <u>Fraud & Financial Impropriety</u>: Any person who suspects fraud or financial impropriety in the District shall report the suspicions in accordance with <u>Board Policy 665</u>. 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. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

D. Purchase Orders and Requisitions:

- 1. <u>Purchase Orders</u>: Purchase orders must be submitted as a requisition request via Alio. All purchases must be approved by the District Administrator before the charge/purchase is made. Any charges/purchases made prior to the approval of the District Administrator are the responsibility of the individual who incurred the charges. The District is not responsible for the payment of items charged without pre-approval of the District Administrator.
- 2. <u>Requisitions</u>: Requisitions for textbooks, equipment and supplies must be done through Alio. Instructions are kept in the District Office. The District Administrator approves all purchase orders after they have gone through departmental authorizations. When an order arrives, it will be checked in at the Main Office. Discrepancies in orders (i.e. missing items, duplicates) should be reported to the District Office.
- E. <u>School Issued Credit Cards</u>: Employees who have been issued a credit card through a District-controlled account must adhere to the procedures and fiscal controls for the use of such cards. See <u>Board Policy 673.1</u> and <u>673.1 Rule</u>.

SECTION 3. EMPLOYEE COMMUNICATIONS

3.01 Bulletin Boards

The District may provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. Distributed and posted materials shall be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not contravene District policy or the 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.

3.02 Calendar of Events

A master calendar of events is maintained by the Main Office. Employees should notify the Main Office of all upcoming events so an accurate daily/monthly calendar can be maintained.

3.03 Confidentiality

Pupil information that 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 347.1**. 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.

3.04 Daily Announcements

Daily announcements are announced in the morning of each school day and posted on the school website. Employees wishing to have information included in the daily announcements should email the information to the Main Office or write the information on the applicable form available in the Main Office with at least one day's advance notice. Announcements should be marked to run for no more than three consecutive days.

3.05 Mailboxes

Staff mailboxes are located in the employee lounge, should be checked daily and should be cleared regularly.

3.06 Methods of Communication by the School

In addition to the school newsletter and local newspapers, the District will use the school website (www.cfc.k12.wi.us) and social media sites (Facebook, Instagram and Twitter) to post calendars and other school information. The District will use the announcement portal on Infinite Campus to post selected announcements and information and/or possible school delays or closings and/or use Infinite Campus Messenger to send emails or texts regarding such announcements.

3.07 News Articles

District employees who wish to submit articles and/or pictures for the school's quarterly newsletter must submit such articles/pictures by e-mail to the District Office. Employees are encouraged to submit articles of interest to the local newspapers (C-FC Recorder, Winona Daily News, Winona Shopper).

3.08 Political Activity

District employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the restrictions contained in **Board Policy 522.5**.

3.09 Staff Communications

Employees are expected to ensure that all communications within the scope of their employment are accurate, demonstrate sound judgment and professionalism and adhere to the District's mission. Employees are expected to adhere to Board Policy 521.1 in all communications made within the scope of their employment.

3.10 Staff Use of Information Technology and Communication Resources

District employees are expected to abide by the following Board Policies and Rules when using information technology and communication resources. Electronic mail 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. External electronic storage devices are subject to monitoring if used with District resources: See **Board Policy 522.7**; **522.7 Rule**. No personal long-distance calls

may be billed to the school. Personal cell phone use should be limited to times when employees are not with students.

SECTION 4. EMPLOYMENT PRACTICES

4.01 Criminal Background Checks

All applicants for a position in the District and all employees of the District are required to comply with **Board Policy 533.1** which addresses pre-employment criminal background checks and post-employment obligations to report criminal conduct or driving citations/violations.

4.02 Discipline

See Board Policy 529.

- A. <u>Defined</u>: Discipline refers to adverse employment actions taken due to misconduct, negligence, gross incompetence or violations of law or policy. The term "discipline" shall not be interpreted to include a supervisor's performance evaluation of an employee; a performance improvement plan; any verbal or written notice of performance expectations; any verbal reprimand; or the placing of an employee on administrative leave with pay pending an investigation.
- B. <u>Representation</u>: In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances that may lead to discipline or discharge, the employee has the right to request representation. In the event the employee choses to have representation, the meeting shall be delayed until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the workplace if immediate action is required.
- C. <u>Disciplinary Materials</u>: Copies of any disciplinary material(s) shall be provided to an employee before such material is placed in the employee's personnel file.

4.03 Employment of Minors

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

4.04 Exit Interviews

Employees who leave the employ of the District may be asked to complete an exit interview or exit information questionnaire.

4.05 Fair Labor Standards Act & Wisconsin Administrative Code DWD 274.08

Certain types of workers of public employers in Wisconsin are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act (FLSA). For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found in the notices referenced in the appendix. Notification of rights under the FLSA are accessible via the links provided in the Employment Posters/Notices section in Appendix F.

4.06 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. http://www.wuscis.gov/files/form/i-9.pdf

4.07 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. <u>Investigation interplay with potential criminal conduct</u>: If the alleged misconduct may constitute

- criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity* v. *New Jersey*, 385 U.S. 493 (1967).
- C. <u>Administrative Leave</u>: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

4.08 Lactation Breaks

Upon request, the District shall provide a reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth. Jokes or harassment based on breastfeeding will not be tolerated. If an employee is the subject of such jokes or harassment on that basis, she shall report the incident(s) up the chain of command. See **Board Policy 535.12**.

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

4.10 Nepotism/Professional Distance

- A. <u>Overview</u>: Applicants for employment in the District will 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. <u>Definition</u>: 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 codependent [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.
- D. <u>Professional Distance/Boundaries</u>: Employees should maintain appropriate boundaries and a professional distance between themselves and their co-workers, parents and students. Professional distance is the space a professional must keep between their professional (work) relationship with another and any other relationship that they have. By keeping this space, a professional can better fulfill their professional and personal obligations. Perhaps just as importantly, maintaining appropriate boundaries will allow employees to be perceived by others as being unbiased and impartial in their professional relationships.

4.11 Personal Appearance/Staff Dress

A. <u>Appearance</u>: District employees are judged not only by their service but also by their appearance. The District expects every employee's appearance to be 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. See **Board Policy 522.8**.
- B. <u>Dress</u>: 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. Maintenance staff and other employees who receive District-provided uniforms are expected to wear those uniforms. Appropriate safety gear shall also be worn at all times as deemed necessary. Designated employees (e.g. custodial, cleaning, maintenance, transportation, food service et al) are prohibited from wearing open-toed or open-backed shoes during regular work hours. See <u>Board Policy 522.8</u>.

4.12 Personal Property

- A. <u>Liability</u>: 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 or damage to, or theft from cars parked on school property. The District does not carry accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.
- B. <u>Search of Personal Effects</u>: 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.

4.13 Personnel Files

A personnel file shall be maintained for each District employee. An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law and Board policy, 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/her designee. Employees also have the right to request corrections to or file rebuttal statements on personnel records which are included in their personnel files. See **Board Policy 526**.

4.14 Physical Examinations

Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee and/or the ability of the employee to perform essential functions of the job with or without reasonable accommodation, and consistent with the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination. See **Board Policy** 523.1.

4.15 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.

4.16 Privacy Practices

The District is required by law to safeguard the privacy of its employees protected health information. Protected health information is any individually identifiable health information relating to a person's past, present or future physical or mental health condition; the provision of health care services to a person; or the payment of past, present or future health services to a person, whether that information is written, electronic, oral or recorded in another medium. See Board Policy 526, 526 Exhibit 1 for information about how health information about employees is used and disclosed and how employees can get access to this information.

4.17 Severance from Employment

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

- A. termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];
- B. voluntary resignation;
- C. retirement;
- D. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
- E. failure to return to work following an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer [only applicable to employees where a reemployment process is expressly provided for in other sections of this *Handbook*];
- F. the employee having been on reemployment opportunity status for twelve (12) consecutive months [only applicable to employees where a reemployment process is expressly provided for in other sections of this *Handbook*];
- G. failure to return to work the day following the expiration of an authorized leave of absence; and
- H. job abandonment.

SECTION 5. ETHICAL RESPONSIBILITIES

5.01 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 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. See **Board Policy 522.4**.

5.02 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). See Board Policy 522.4.

5.03 Copyrighted Materials

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. See **Board Policy 771.1**.

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.

5.04 Gifts and Sales of Goods and Services

A. <u>Gifts</u>: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its

- employees or students. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employee's position and which could not reasonably be expected to influence a decision could be accepted. See **Board Policy 524**.
- B. <u>Sale of Goods and Services</u>: No District employee may receive for his or her personal benefit anything of value from any person other than the 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 the District or at an activity of the District. § 118.12, Wis. Stats. See **Board Policy 525**.

5.05 Honesty/False Reports

Honesty is a core value in the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, student records, etc. 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. See **Board Policy 522.4**.

5.06 Outside Employment and Co- or Extra-Curricular Assignments

- A. 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 and is not a co- or extra-curricular assignment. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The School Board expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment.
- B. <u>Co- or Extra-Curricular Assignments:</u> Co- or extra-curricular assignments for regular employees are duties related to District activities that are in addition to the employee's regular position with the school system. Regular employees with co- or extra-curricular assignments are required to make every effort to perform the duties associated with the co- or extra-curricular assignment outside of regular working hours for that individual's regular position with the school. Co- or extra-curricular assignments may occasionally occur during part of an employee's regular workday in his/her regular position with the District. 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 reschedule the co- or extra-curricular activity or (4) required to take any other action that the supervisor deems fair and reasonable under the circumstances.

SECTION 6. INTERACTION WITH STUDENTS

6.01 Child Abuse Reporting

See Board Policy 454.

A. Mandatory Reporting: Except as provided under Wisconsin Statute § 48.981, sub. (2m), any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B. At all times, school employees shall make the report to county child protective services or law enforcement personnel as quickly as possible. Any delay is not in the best interests of the child and is not consistent with District policy.

- B. <u>Process for Reporting</u>: A person required to report shall immediately inform, by telephone or in person, the applicable District administrative personnel and the county department or the sheriff's department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.
- C. <u>Investigation</u>: District employees, including administrators, may not attempt to delay, modify, or prevent any report of suspected or threatened child abuse or neglect. School personnel are not responsible for investigating child abuse or neglect reports or for proving that abuse or neglect has occurred or will occur. Investigating child abuse and neglect reports is the legal responsibility of trained county child protective services and/or law enforcement personnel.
- D. <u>Training</u>: All District employees must undergo child abuse and neglect training within six months of initial hiring and at least every five years thereafter. Online training is available on the Wisconsin Department of Public Instruction Website (www.dpi.wi.gov). Employees completing the training should e-mail the completion certificate to the District office.

6.02 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 and 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. See **Board Policy 528**.

6.03 Student Discipline and Staff Use of Force

- A. Overview: 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. See **Board Policy 443**.
- B. <u>Corporal Punishment</u>: Staff is prohibited from using corporal punishment on students, but may use reasonable and necessary force under the following circumstances:
 - 1. To quell a disturbance or prevent an act that threatens physical injury to any person.
 - 2. To obtain possession of a weapon or other dangerous object within a student's control.
 - 3. For the purpose of self-defense or the defense of others under § 939.48 Wis. Stat.
 - 4. For the protection of property under § 939.49 Wis. Stat.
 - 5. To remove a disruptive student from a school premises or motor vehicle, or from school-sponsored activities.
 - 6. To prevent a student from inflicting harm on himself or herself.
 - 7. To protect the safety of others.
 - 8. Staff may use incidental, minor or reasonable physical contact designed to maintain order and control.

See Board Policy 447.1.

- C. <u>Seclusion and Physical Restraint:</u> Seclusion and physical restraint, as defined by state law, shall only be used by designated school personnel and only when the student's behavior presents a clear, present and imminent risk to the physical safety of the student or others and it is the least restrictive intervention feasible. See <u>Board Policy 447.1</u>. If restraint is necessary, an employee must contact an administrator so that the necessary individuals who have received training can be present.
- D. <u>Student Searches</u>: Searches of a student's person or personal belongings shall be conducted in accordance with Board policies. No District official, employee, or person acting as an agent of the District shall conduct a strip search of a student. See **Board Policy 446**.

SECTION 7. NON-DISCRIMINATION/HARASSMENT

7.01 Equal Opportunity Employment

See <u>Board Policy 511</u>, <u>511 Rule</u>, <u>511 Exhibit</u> (Appendix L), <u>Board Policy 527</u>, 527 Rule 1 & 2, <u>527 Exhibit</u> (<u>Appendix C</u>)

- A. Non-Discrimination: The Cochrane-Fountain City School District is an equal opportunity employer. Personnel hiring and administration in the District are to be conducted so as not to unlawfully discriminate against an applicant or employee on the basis of age, race, religion, sex (including sexbased stereotypes, gender identity, or transgender status), sexual orientation, disability, citizenship status, marital status, pregnancy, national origin, creed, color, political or religious affiliation, ancestry, arrest or conviction record, military service, genetic information, use or nonuse of a lawful product off school premises during nonworking hours, declining to attend a meeting or participate in any communication about religious or political matters, the authorized use of family or medical leave or worker's compensation benefits, or any other reason prohibited by state or federal law. Specific state and federal laws and regulations further define the actions that do, or do not constitute unlawful discrimination, harassment or retaliation with respect to the various protected classes.
- B. <u>Reasonable Accommodations</u>: Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship to the District. The District shall also accommodate the religious beliefs or practices of an employee to the extent required by law.
- C. <u>Complaints</u>: The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violation of the policy in the District. Complaints regarding the interpretation or application of this policy shall be referred to the administrative staff and processed in accordance with established procedures. Notice of this policy and related complaint procedures shall be given in accordance with applicable legal requirements.

7.02 Employee Whistleblower Protection

The District intends 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. Board policy and various applicable laws provide protection to any employee who, acting reasonably and in good faith, makes a protected report of or participates in an internal investigation, official external investigation, or any legal proceeding involving conduct that the employee reasonably believes is in violation of law or a policy, rule or regulation mandated pursuant to law. See **Board Policy 527.1**.

7.03 Harassment and Bullying

See Board Policy 511, 511 Rule, 511 Exhibit (Appendix L), Board Policy 512.

- A. <u>Overview</u>: The District does not tolerate harassment or bullying of employees, as such actions are detrimental and disruptive to the educational and working environment and detrimental to the staff's health and safety.
- B. <u>Harassment</u>: Prohibited harassment includes behavior toward an individual based, in whole or in part, on a person's sex, race, religion, national origin, color, ancestry, creed, pregnancy, marital status, sexual orientation, disability, age or other protected status which has the purpose or effect of: (1) creating an intimidating, hostile or offensive work environment; (2) interfering with a person's work performance; or (3) otherwise adversely affecting a person's employment opportunities. Harassment can occur as a result of a single, severe incident or as a result of a pattern of behavior. Harassment is defined primarily by the characteristics and effects of the behavior, and those considerations can outweigh an asserted lack of specific intent to harass.

Examples: Some examples of prohibited conduct that would constitute prohibited harassment under this policy include the following:

- Deliberate, repeated, or otherwise severe verbal or written comments that insult, degrade, or stereotype an employee or group of employees because of any legally protected status or protected class; or
- Posting or circulating any written or graphic materials, sound or video recordings, or any
 electronic or other materials that attack, defame, belittle, or show hostility to an employee
 or group of employees in a protected class.
- C. <u>Sexual Harassment:</u> Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. "Sexual harassment," in the employment

context, includes any unsolicited and unwelcome sexual advances, requests for sexual favors, or other sexual conduct or communication, of any kind, directed at a person of the same or opposite gender as the harasser when (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of a person's employment or advancement; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment.

Examples: Examples of prohibited conduct in the workplace that may constitute sexual harassment include, but are not limited to, the following: lewd or sexually suggestive comments; the use of sexual innuendo; unwelcome touching; unwelcome romantic advances or propositions; off-color language or jokes of a sexual nature; slurs and any other verbal, graphic, or physical conduct relating to an individual's gender; any display or distribution of sexually-explicit pictures, cards, articles, books, magazines, photos, or cartoons.

- D. <u>Bullying</u>: As enforced in the District, workplace bullying is a form of prohibited harassment. Workplace bullying includes any severe, systematic, or repeated actions that have no legitimate purpose and that involve the threatened, attempted, or actual infliction of physical harm or psychological/emotional distress on one or more employees or on other persons present in a workplace. Workplace bullying includes written, spoken, nonverbal, or physical behaviors or communications that, by intent or as a reasonably foreseeable consequence, serve to inappropriately threaten, intimidate, insult, degrade, ostracize, or interfere with the work, health, or safety of others. Bullying is deliberate/purposeful conduct, but intent/purpose may properly be inferred from the totality of the circumstances. Bullying can involve direct interaction between the aggressor-bully and the target(s), or it can be indirect (such as orchestrating others to engage in acts of bullying; facilitating bullying conduct by others; etc.).
 - Not all behaviors that (1) hurt another person's feelings; (2) are a manifestation of an interpersonal conflict; or (3) are in some way unkind amount to acts of bullying. However, such negative behaviors are still a legitimate subject of concern and regulation within the school environment. Further, it shall be a goal of the District's workplace and educational programs to help staff, students and others recognize and acknowledge that even one-time instances of, for example, name calling, negative teasing, put-downs, or excluding others (when inclusion was readily possible) are inappropriate and problematic for a number of reasons.
- E. Employee Reporting Responsibilities. All employees are responsible for ensuring that harassment and bullying do not occur and for reporting alleged harassment or bullying. An employee who believes he/she has been subjected to employment-related harassment or bullying by anyone, including supervisors, co-workers, students, or School Board members, is expected to promptly report the behavior to an administrator. Such reports may always be submitted to the District's Equal Employment Opportunity Officer, and an employee may also choose to use the District's employment discrimination and harassment complaint procedures. Any employee who is aware of harassment/bullying in the workplace is likewise expected to report it even when that employee is not a direct victim/target. All reports and complaints regarding employment-related harassment or bullying shall be taken seriously, promptly and thoroughly investigated, and responded to as appropriate. Individual privacy shall be protected to the extent possible. See 511-Rule.
- F. <u>Retaliation Prohibited</u>. No one shall attempt to restrain, interfere with, coerce, or take retaliatory action against a complainant, witness, or other person who is participating in the presentation, processing, or resolution of a complaint, report, or concern regarding workplace harassment or bullying.
- G. <u>Consequences for Violations</u>. Any person who engages in any form of bullying or harassment (whether under this policy or under the District's student-focused policies) or any act of retaliation in violation of this policy is subject to disciplinary action, up to and including discharge from employment. Additional consequences may include other adverse or remedial actions within the District's scope of authority and/or referral to law enforcement officials for possible legal action. In

addition, supervisory employees who fail to reasonably respond to a report of harassment or bullying or to reasonably act on their knowledge of a violation of this policy will likewise be subject to employment-related consequences.

SECTION 8. WORKPLACE SAFETY AND HEALTH

8.01 Accident/Incident Reporting

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. Worker's Compensation injuries must be reported to the district office as soon as possible following the injury. See Appendix N and, if applicable, the Worker's Compensation section of this *Handbook*.

8.02 Crisis Management Plans

The District has an *Emergency/Crisis Procedures Manual* for use when a situation requires emergency safety measures. Each professional educator should know exactly what the emergency procedures are and where the resources associated with the plan are located for their classroom or work location. Employees must follow the prescribed procedures during any emergency drill or situation. *See the Emergency/Crisis Procedures Manual*.

8.03 Drug- and Alcohol-Free Workplace

See Board Policy 522.1

- A. <u>Overview</u>: The District seeks to provide a safe, drug-free workplace for all of its employees. The District believes that an alcohol-free and drug-free workplace promotes safety, health, and productivity. In addition, District employees who misuse alcohol or drugs can undermine the Board's learning objectives for students, erode the public's confidence in the District's programs and operations, and present a danger to themselves, students, coworkers, and other persons
- B. <u>General Restrictions on Alcohol and Drugs</u>: The District prohibits the following conduct by any person who is on District premises (i.e., property that is owned, leased, or controlled by the District); in a District vehicle; or participating in a District-sponsored activity:
 - 1. The unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance (as defined under state or federal law, including all illegal drugs), a hazardous inhalant, or alcohol.
 - 2. Being under the influence of a controlled substance (excluding the lawful and medically appropriate use of medication), a hazardous inhalant, or alcohol in any manner that violates the law, violates a District policy, creates a disturbance, or jeopardizes safety.
 - 3. The possession or distribution (including the purchase, sale, or transfer) of any substance that is represented as a controlled substance.
- C. Additional Drug and Alcohol Restrictions Applicable to All Employees: District employees are subject to additional restrictions regarding alcohol and controlled substances. Specifically, except as otherwise required by law or specified in this policy, no District employee may possess, manufacture, distribute, dispense, use, or be under the influence of alcohol or a controlled substance, or use or be under the influence of a hazardous inhalant, when the employee is (1) on District-premises; (2) in any vehicle being used for District business; or (3) regardless of location, at any District-authorized activity, event, or function at a time when the employee is acting in the scope of his/her employment, responsible for District students, or otherwise acting as an agent of the District. For purposes of this provision, being under the influence of alcohol includes having a detectable alcohol concentration of 0.02 or higher. In addition, the District does not condone any unlawful conduct related to alcohol or controlled substances, or the misuse of alcohol or controlled substances, by a District employee even when the employee is off duty and not on District property. Where off-duty conduct relating to alcohol or controlled substances has a legally sufficient connection to an individual's employment, it can serve as the basis for employment-related discipline or other employment-related consequences.
- D. <u>Exceptions Applicable to Employees</u>: The following are exceptions to the above-stated restrictions on employees:

- 1. Provided that the medication(s) are not misused in any way and that they do not interfere with the safe and acceptable performance of the employee's job, an employee may possess and work while taking over-the-counter medication or his/her own prescription medication(s) in accordance with applicable instructions. It is the employee's responsibility to obtain the advice of a licensed medical practitioner to ensure that the employee can safely perform his/her job responsibilities while he/she is taking his/her medication(s).
- 2. Where there is a legitimate and District-authorized purpose, an employee may possess and use otherwise-lawful products for such authorized purpose(s), even if the product could be an intoxicant if the product were consumed or misused (e.g., because the product contains alcohol or emits hazardous vapors).
- E. <u>Drugs and Alcohol Testing Based on Individualized Circumstances (Reasonable Suspicion)</u>: If a supervisor or administrator has actual knowledge of or reasonable suspicion concerning an employee's employment-related possession or use of alcohol or controlled substances in violation of District policy or any applicable law (e.g., use on the job or being under the influence upon reporting for work or while working), the employee may be required to submit to testing for alcohol and/or controlled substances. Any drug and alcohol testing of District employees shall be conducted using procedures that reasonably protect the privacy interests of the employee and the integrity of the test results. See **Board Policy 523.11**, **523.11 Exhibit 3**.
- F. <u>Position-Based and Duty-Based Restrictions and Requirements</u>: Certain employees may be subject to additional requirements and restrictions related to alcohol and drugs based on their positions or job duties. For example:
 - 1. CDL Drivers: Any employee who holds a commercial driver's license and who is responsible for driving a school bus or other qualifying commercial motor vehicle as part of their employment is subject to U.S. Department of Transportation regulations that address alcohol and drug use/testing and to the District's related policies and procedures. 49 C.F.R. Parts 40 and 382. See **Board Policy 523.11**, 523.11-Exhibit 1, 2, 3, 4, 523.11 Form.
 - 2. Work under a Federal Grant or Federal Contract: An employee who is engaged in the performance of a federal contract or qualifying federal grant must notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace. This notification shall be made within 5 days of the conviction, and the District Administrator or his/her designee must then notify the appropriate federal agency and take other appropriate action. 41 U.S.C. § 8103(a)(1)(D).
- G. Consequences for Drug and Alcohol Violations: Compliance with the District's policies and rules regarding alcohol and drugs in the workplace is mandatory and a condition of employment. School employees shall cooperate with supervisors and with law enforcement personnel in investigations concerning any possible violations of these provisions. Employees who violate the District's policies or rules regarding these substances are subject to consequences, including referral to drug and alcohol counseling or rehabilitation programs, referral to any available employee assistance program (EAP), reassignment, monitoring plans (which, to the extent permitted by law, may include testing), discipline (up to and including termination), and/or referral to appropriate law enforcement officials.
- H. <u>Employee Assistance Program</u>: The employee assistance program (EAP) is a voluntary work-site program to assist employees affected by behavioral, medical, or productivity concerns or problems, which may also involve concerns related to alcohol or controlled substances. The EAP helps in the prevention, identification, and resolution of these problems and concerns. Information about the EAP, including contact information for the program, can be obtained from the District office. See <u>Board Policy 523.3</u>.

8.04 Gambling

Gambling on District-owned or leased premises is prohibited at all times except for school board or administratively approved activities.

8.05 Employee Identification Badges & Keys

- A. <u>Employee Identification Badges:</u> The District provides employees with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, coworkers, vendors and the public to easily identify you as an employee. They are an important part of providing a secure environment for our students. Employees must wear their employee identification badges in plain sight during the school day.
- B. <u>Keys:</u> Keys are issued to employees by the District Office. Students should not be allowed to use an employee's keys. Classroom doors must be locked when a teacher is not present and at the end of each day.
- C. <u>Key Cards</u>: Electronic door key cards are issued by the District office. Electronic key cards open outside doors and doors to the main office. Each is coded specifically to the employee it is issued to. Lost key cards are to be reported IMMEDIATELY to the district office. A fee of \$10 is collected for replacement of a lost card.

8.06 Threats of School Violence Reporting

- A. Required Reporting: Any school employee who believes in good faith that there is a serious and imminent threat to the health or safety of any student, any school employee, or the public, based on a threat that has been made by an individual seen in the course of the employee's professional duties regarding violence in or targeted at a school, shall report the threat as required by state law and this handbook provision. In particular:
 - 1. The facts and circumstance contributing to the belief that there is such a serious and imminent threat shall be reported immediately, by telephone or personally, directly to a law enforcement agency.
 - 2. The person making the report to law enforcement shall also immediately inform the District Administrator or principal of the nature of the threat and circumstances. Such notice to a responsible administrator or supervisor in the District does not have to be given prior to contacting a law enforcement agency.
 - 3. The administration shall promptly evaluate and process known threats of school-related violence according to the District's school safety plan and under any other established procedures for responding to safety emergencies.
- B. <u>Retaliation Prohibited:</u> The District shall not take any disciplinary action against a school employee, discriminate against an employee in regard to employment, or threaten an employee with any such treatment for making a report of threatened school violence in good faith under this handbook provision. School employees may be subject to District disciplinary action, as well as penalties under state law, for failure to report such threats. See <u>Board Policy 723.2.</u>

8.07 Tobacco & Nicotine Product Use

- A. <u>Tobacco and Nicotine Products</u>: Employees shall not use tobacco and nicotine products except for nicotine products used as part of a smoking cessation program, as defined below, on District premises, in District vehicles, or in the presence of students at school or school-related activities. See <u>Board Policy 522.1</u>. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
- B. <u>Definitions</u>: A "tobacco product" includes, for example, chewing tobacco, cigarettes, cigars, and snuff. A "nicotine product" means any product that contains nicotine and is not a tobacco product, a cigarette, or a product that has been approved by the U.S. Food and Drug Administration for sale as a smoking cessation product or for another medical purpose and is being marketed and sold solely for such an approved purchase (e.g., nicotine gum, nicotine skin patches). Nicotine products covered by this prohibition might include, for example, electronic cigarettes (e-cigarettes) with nicotine, nicotine vaporizers, and nicotine lollipops. See <u>Board Policy 522.2.</u>

8.08 Transportation Safety

A. <u>Driver's License Checks</u>: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must hold a valid driver's license

- appropriate to the position. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, trenchers, UTVs/ATVs and golf carts.
- B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the District Administrator. 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. The District may, in its sole discretion, remove the employee from driving responsibilities and/or discipline the employee, up to and including discharge, depending upon the severity of the traffic violation.
- C. <u>Commercial Driver's License (CDL)</u>: In addition to the notice requirements in paragraph A, above and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.
- D. <u>Drivers</u>: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be employees of the school or have approval of the District Administrator prior to using the vehicle to transport pupils. § 121.52(2), Wis. Stats.
- E. <u>Personal Transportation Utilized for School Use</u>: Employee transportation of students in the employee's private vehicle be utilized only as a last resort, and employees must notify and receive approval from the principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws, Board policies and administrative rules.

8.09 Weapons

Except as otherwise permitted by law or Board policy, no employee shall possess or use a dangerous weapon while acting within the scope of his/her employment, nor possess, store or use any dangerous weapon in or on any property of the District or at any District-sponsored program or activity which is not held on school grounds or on school premises, where such program or activity qualifies as a special event having restricted access that is controlled by the District. See **Board Policy 832**.

8.10 Wellness

- A. <u>Educational Environment</u>: District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. The District encourages staff to use foods of a high nutritional value in fundraising activities and to create an educational environment that supports the promotion of healthy food and beverage choices for students. Using food as a learning or behavior incentive should be kept to a minimum. Incentives shall be healthy food choices. The withholding of a meal as punishment is prohibited.
- B. <u>Employee Wellness</u>: The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees. See <u>Board Policy 458</u>.

8.11 Workplace Safety

- A. <u>Adherence to Safety Rules</u>: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.
- B. <u>Protection of Staff</u>: 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.
- C. <u>Notification of Safety and Health Standards</u>: Section 101.055 of the Wisconsin statutes requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA).
- D. Employee Rights:

- 1. Review/Inspection: A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore, the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection. The District shall not discriminate against or discharge any employee for exercising any right afforded by this section and the employee may file a complaint with the Division of Equal Rights within thirty (30) days if the employee believes a violation of this non-discrimination provision has occurred.
- 2. <u>Grievance</u>: An employee may file a grievance under Section 9 of this *Handbook* and <u>Board Policy 527</u> to address the workplace safety issues. For purposes of the grievance procedure, the following guidelines shall apply:
 - i. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors);
 - ii. The issue must concern the safety of a person (e.g., not the safety of one's vehicle or other personal possessions);
 - iii. The grievance must be filed by the affected employee(s) (i.e. one employee may not file on behalf of another);
 - iv. The individual(s) filing the grievance must propose a specific remedy;
 - v. The issue and proposed remedy must be under the reasonable control of the District.

8.12 Violence in the Workplace

See Board Policy 523.4.

- A. <u>Expectations</u>: The District is committed to providing its staff with a safe environment in which to work. 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 from its employees, former employees, contractors, or visitors.
- B. <u>Reporting</u>: An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence toward anyone else shall make a report in accordance with established procedures. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is prohibited.
- C. <u>Investigation</u>: 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.
- D. <u>Discipline</u>: Any employee who exhibits violent behavior shall be subject to disciplinary action up to and including discharge and may also be referred to law enforcement.

SECTION 9. GRIEVANCES

See Board Policy 527, 527 Rule 1, 527 Rule 2, 527 Exhibit, Appendix D.

The District provides a grievance procedure for the orderly resolution of employee grievances related to employee discipline, employee terminations, and workplace safety, which are briefly described below and more completely defined in the Board policy.

- "Discipline" refers to adverse employment actions taken due to misconduct, negligence, gross incompetence or violations of law or policy.
- "Termination" is defined as an involuntary discharge involving the dismissal of an employee. A termination will result in the loss of length of service and other employment benefits.
- "Workplace safety" means a hazardous condition in the workplace, whether ongoing or reasonably likely to reoccur, that an employee alleges (1) constitutes a violation of a workplace health or safety code, regulation or standard; or (2) poses a recognized hazard likely to cause death or serious physical harm to the employee.

Any employee of the District has the right to access the grievance procedure provided the grievance is properly presented, and provided that the issue presented by the grievance properly concerns a grieveable complaint. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

SECTION 10. ATTENDANCE

- A. <u>District Expectations:</u> Employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Any deviation from assigned hours must have prior approval from the employee's supervisor. Breaks and meal periods may only be taken during times designated by the employee's supervisor and as further specified in other parts of this *Handbook*. Any time spent not working during an employee's scheduled day must be accounted for in the Employee Service Portal using the appropriate reasons. The District will monitor attendance and absence/tardiness 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.
- B. <u>Hours of Work:</u> An employee's assigned hours of work will be as set forth in the relevant section of this handbook for that employee type or as specified in the employee's individual contract, letter of employment, letter of assignment or as otherwise directed by that employee's supervisor.

SECTION 11. ABSENCES FROM WORK

11.01 Bereavement/Funeral Leave

- A. <u>Immediate Family Members:</u> In the event of death in an employee's immediate family, the employee shall be allowed per occurrence up to 24 hours off work with pay (if the employee has leave time available). Such days shall be deducted from the employee's accumulated sick leave or Paid Time Off (PTO)/Personal Leave, or if no sick leave or PTO/Personal Leave is available, taken without pay. "Immediate family" includes the spouse, parents, domestic partner, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse or domestic partner.
- B. Other Family Members: Employees shall be granted up to 16 hours with pay (if the employee has leave time available) 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 or PTO/Personal Leave, or if no sick leave or PTO/Personal Leave is available, taken without pay.
- C. <u>Additional Bereavement Leave:</u> 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 or PTO/Personal Leave, or if no sick leave or PTO/Personal Leave is available, taken without pay.
- D. <u>Part-Time Employee</u>: Part-time employees will receive bereavement leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works 2,080 hours per year.
- E. Bereavement Leave Increments: Bereavement leave may be allowed in increments of one hour.

11.02 Family and Medical Leave

Board Policy 532.41, 532.41 Rule and 532.41 Exhibits 1 & 2 Appendix G

- A. <u>Overview</u>: The District may be obligated to provide eligible employees with leave from work, and certain associated rights and mandated benefits, as provided under the following laws:
 - The Federal Family and Medical Leave Act (FMLA)
 - The Wisconsin Family and Medical Leave Act (WFMLA)
 - The Wisconsin Bone Marrow and Organ Donation Leave law

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

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

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

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

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

- B. Notification of Benefits and Leave Rights:
 - See Appendix F for links to Employment Posters/Notices
 - 1. <u>Federal FMLA</u>: Information concerning federal FMLA entitlements and employee obligations under the FMLA will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1).
 - 2. <u>Wisconsin FLMA</u>: Information concerning family and medical leave rights under the Wisconsin Family and Medical Leave Act will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd 7983 p.pdf.
 - 3. <u>Wisconsin Bone Marrow and Organ Donation Leave Law:</u> Information concerning leave rights under the Wisconsin Bone Marrow and Organ Donation Leave law will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd 18114 p.pdf.
- C. <u>Requesting Leave</u>: Employees shall adhere to applicable law and District-established procedures for requesting, using, and returning from a period of leave that may be for an eligible purpose under one or more of the laws addressed in this section. These procedures are available upon request in the District office and/or on the District ESP website.
- D. <u>Eligibility Determinations</u>: To the extent required by any applicable state or federal law or regulation, upon the District's receipt of an employee's request for such leave, or once the District becomes aware that an employee's need for leave is for a reason that may qualify under any of the types of leave being addressed in this section of the Handbook, the District will:
 - Notify the employee if he or she is eligible for leave and, if eligible for leave under the federal FMLA, provide a notice of rights and responsibilities under the federal FMLA, including notice of the employee's ability to take leave intermittently or on a reduced schedule (if eligible).
 - Notify the employee of the reason for ineligibility or denial of leave, if such a determination is made.
 - Notify the employee if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

11.03 Inclement Weather or Other School Cancellation Days

School cancellations due to inclement weather, facility issues or other similar emergency situations do not create additional personal leave or paid time off hours for any employees.

11.04 Jury Duty Leave

A. Overview: Regular employees who receive a summons to serve on jury duty will be granted jury duty leave. Employees must give reasonable advance notice to his/her immediate supervisor of their intended absence for jury duty. If an employee is dismissed from jury duty on any given day prior to the end of his/her regularly scheduled working hours, he/she shall report to work for the balance of the working day.

B. <u>Payment for Time Out on Jury Duty</u>: A regular employee who is unable to report for work because of jury duty will be paid the regular hours he or she is scheduled to work and shall be required to reimburse the District with the jury duty pay (excluding mileage reimbursement).

11.05 Personal Leave & Paid Time Off (PTO)

A. <u>Definitions:</u>

- 1. <u>Personal Leave:</u> Personal Leave is paid leave time granted to **teachers** that can be used for personal reasons.
- 2. Paid Time Off (PTO): Paid Time Off (PTO) is flexible paid leave time granted to **regular employees who are not teachers**. PTO may be used at the employee's discretion for reasons such as vacation, holidays and personal reasons. The District does not offer paid holidays to any employees; therefore, employees who wish to take a day off for a holiday (such as Christmas Day) and still be paid for that day must use PTO hours.
- B. <u>Eligibility for and Amount of Personal Leave & Paid Time Off:</u> All regular employees are eligible for either Personal Leave or PTO.
 - 1. <u>Administrative Employees and District Staff</u>: PTO time granted to administrative employees and district staff is as specified in the individual administrator's contract or the district employee's letter of employment.
 - 2. <u>Teachers:</u> Full-time teachers (40 hours per week) are entitled to 16 hours of personal leave each year. Part-time teachers (less than 40 hours per week) will receive a pro-rated amount of personal leave hours each year.
 - 3. Support Staff: Full-time, year-round support staff (2080-hour employees) are entitled to 160 hours of PTO each year. An additional 8 hours of PTO will be granted for full-time, year-round support staff for each year worked in the District beyond six (6) years up to a maximum of an additional 160 hours per year. Support staff scheduled to work less than 2080 hours per year will received pro-rated PTO hours based upon their regular work schedule as compared to a full-time position. School year employees receive 6 PTO days based on their daily assigned hours.
 - 4. <u>Bus Drivers:</u> Bus drivers receive a pro-rated amount of PTO based upon the routes driven. A bus driver receives 6 PTO days based on his/her assigned route.
- C. <u>Crediting of Personal Leave or PTO</u>: Eligible employees will be credited with their personal leave hours or PTO at the beginning of each fiscal year; however, personal leave or PTO leave are vested only upon completion of the fiscal year. Any employee terminated or resigning will be credited only with those hours earned at the time employment is severed. If an employee leaves the school system prior to the completion of his/her contract term or the school year and has overused his/her personal leave hours or PTO leave, a sum equal to the personal leave hours or PTO leave not earned will be deducted from the remaining pay.
- D. <u>Limitations on the Use of Personal Leave</u>: Personal leave hours shall not be used to extend a holiday, vacation or school recess period or on a parent-teacher conference day or on an in-service day unless approved in advance by the District Administrator for extenuating circumstances. No more than three employees 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-employee limit.
- E. <u>Personal Leave/PTO Increments:</u> Personal leave and PTO may be taken in one-hour increments, except for bus drivers, who must take PTO in "route" increments.
- F. Request and Approval of Personal Leave or PTO: Teachers requesting the use of Personal Leave must follow the procedures set forth in the Teacher section of this Handbook. District and support staff employees requesting the use of PTO must make a request in the Employee Service Portal as far in advance as possible and notify their immediate supervisor. Every attempt will be made to honor time off requests; however, on occasion, requests may be denied due to the District's inability to find replacement help.

- G. Accumulation of Personal Leave or PTO:
 - 1. <u>Personal Leave</u>: Unused personal leave hours shall not accumulate from year to year. Teachers who do not use their personal leave hours by the last day of the school term will have the hours added to their sick leave accumulation at the end of the school year.
 - 2. <u>PTO</u>: With the approval of the district administrator, administrative employees, district staff and full-time year-round support staff are allowed to carry over up to 80 hours of PTO to be used by December 31st of the year following the award of PTO, provided the employee is still employed with the District at the time the PTO is used. No other accumulation or carryover of PTO shall be allowed, and no employee will receive any payment for unused PTO leave.

11.06 Sick Leave

- A. <u>Allowable Use of Sick Leave</u>: Sick leave may be paid to eligible employees for any absence from work due to:
 - 1. An absence due to the 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 disability as set forth in Wisconsin Administrative Code section PI 11.02(2) and §115.76(5), Stats. (Examples of a disability include cognitive disability, learning disability, autism, etc.).
 - 3. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
 - 4. Employees qualifying for leave under either the Wisconsin Family and Medical Leave Act (WFMLA) or the federal Family and Medical Leave Act (FMLA) due to a serious health condition of a spouse, child or parent.
- B. <u>Eligibility for and Amount of Personal Leave & Paid Time Off:</u> All regular employees are eligible for sick leave. In extenuating circumstances, sick leave hours may be granted by the District Administrator or his/her designee. Sick leave may not be used in place of personal leave or PTO.
 - 1. <u>Administrative Employees and District Staff</u>: Sick leave granted to administrative employees and district staff is as specified in the individual administrator's contract or the district employee's letter of employment.
 - 2. <u>Teachers:</u> Full-time teachers (40 hours per week) are entitled to 64 hours of sick leave each year. Part-time teachers (less than 40 hours per week) will receive a pro-rated amount of sick leave hours each year.
 - 3. <u>Support Staff:</u> Full-time, year-round support staff (2080-hour employees) are entitled to 80 hours of sick leave each year. Support staff scheduled to work less than 2080 hours per year will receive pro-rated sick leave hours based upon their regular work schedule as compared to a full-time (2080 hour) position.
 - 4. <u>Bus Drivers:</u> Bus drivers receive a pro-rated amount of PTO based upon the routes driven. A bus driver receives 7 sick days based on his/her assigned route.
- C. <u>Crediting of Sick Leave</u>: Eligible employees will be credited with their sick leave at the beginning of each fiscal year; however, sick leave is vested only upon completion of the school year. Any employee terminated or resigning will be credited only with those hours earned at the time employment is severed. If an employee leaves the school system prior to the completion of his/her contract term or the school year and has overused his/her sick leave, a sum equal to the sick hours not earned will be deducted from the remaining pay.
- D. Limitations on the Use of Sick Leave:
 - 1. Employees qualifying for leave under the WFMLA or FMLA are subject to the sick leave payment provisions in <u>Board Policy 532.41</u>, <u>532.41 Rule</u> and <u>532.41 Exhibits 1 and Exhibit 2</u>.
 - 2. In the event an employee becomes eligible for long term disability benefits or Social Security Disability benefits, the employee will no longer receive paid sick leave.
- E. <u>Sick Leave Increments</u>: Sick leave may be taken in one-hour increments, except for bus drivers, who must take sick leave in "route" increments.

- F. <u>Notification of Absence</u>: Employees must provide notification to the District as soon as possible of the employee's need to be absent for one of the reasons set forth in this section.
 - 1. <u>Teachers</u>: Teachers who become ill and are unable to report to work must call the school substitute line (608) 687-4391 ext. 809 by 6:30 a.m. on the morning of the absence and leave their name and the date of absence. If a teacher is unable to provide notification by 6:30 a.m. the teacher should contact the Main Office Secretary by leaving a message on the main office line (608) 687-4391.
 - 2. <u>Other Employees</u>: Non-teacher employees should notify their direct supervisor of his/her need to be absent.
- G. <u>Sick Leave Accumulation</u>: Administration and teachers may accumulate sick leave to 920 hours. Full year/12 month support staff may accumulate sick leave to 640 hours. School year employees may accumulate sick leave to 320 hours. District staff sick leave accumulation is set by their letter of employment.
- H. <u>Documentation of Sick Leave Absence</u>: Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with documentation of the illness or injury signed by a qualified medical professional. Such documentation 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.
- I. <u>Excessive Absenteeism:</u> Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

11.07 Unauthorized Absences and Tardiness

- A. Overview: Unauthorized absences and tardiness are not acceptable behaviors for school employees, who are expected to model appropriate behaviors for students. An "unauthorized absence" is defined as failing to report to work for a scheduled shift or workday without following the applicable procedures for reporting an absence. "Tardiness" is defined as failing to report to work at the scheduled start time of an employee's shift or workday, including failing to report back to work on time after a scheduled lunch or break period, without having preapproval to report late from an immediate supervisor. Tardiness may also include any instances where an employee has reported in at the start of his or her scheduled shift or workday, but who is not prepared to actually begin working at that time.
- B. <u>Consequences:</u> Failure to notify the District of an absence and failure to report to work on time could result in docking of pay and/or disciplinary action up to and including termination. An employee who is absent from work for three (3) consecutive workdays without notice shall be deemed to have abandoned his/her job and voluntarily resigned from employment with the District.
- C. <u>Waiver Allowed:</u> The District reserves the right to waive enforcement of these rules in very limited circumstances as may be necessary to provide a reasonable accommodation for a qualified individual with a disability under the Americans with Disabilities Act.

11.08 Uniformed Services (Military) Leave

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, <u>Board Policy 532.42</u> and <u>532.42 Rule</u> and this *Handbook*. Employees shall be allowed to use accumulated personal leave or paid-time off (but not sick leave) while fulfilling their military obligations.

11.09 Unpaid Leave of Absence/Days Without Pay

- A. Application Procedures: All requests for unpaid leaves of absence, other than emergencies, must be submitted to the District at least 30 days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year. Generally, an employee seeking unpaid leave of any type day or extended will be required to fully exhaust any available and accrued paid leave time that is available for that purpose.
- B. Benefits During Leave:
 - 1. Length of service and other benefits (such as additional paid leave) shall not accrue during such leave.

- 2. The employee may continue health and dental insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health and dental insurance at the employee's expense is contingent upon the health and dental insurance carrier allowing such a benefit. If the premium is not received by the due date established by the District, the employee's insurance coverage shall be terminated.
- C. <u>Placement Upon Return from Leave</u>: 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 will be placed in a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable.

11.10 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 12. COMPENSATION

12.01 Amount of Compensation

Compensation for employees of the District shall be as set forth in their contract of employment, letter of employment, letter of assignment or as specified in the relevant section of this handbook. Items of additional compensation which are applicable to only particular employee types are described in the relevant section of this handbook for that employee type.

12.02 Payroll Dates and Methods

- A. Payroll Dates: Payroll dates are the 15th and 30th of each month. If a regular payroll date falls on a weekend or holiday, the payroll date will be the day preceding the weekend or holiday. The first pay date of the school year for school year employees and teachers will be September 15th. Teachers receive their last check August 30.
- B. Payroll Cycle: Administrative employees, district staff, year-round support staff and teachers are paid on a 12-month (24 pay period) cycle. School year support staff and bus drivers are paid on a 10-month (20 pay period) cycle. Pay for additional work (such as additional class assignments or co- or extracurricular assignments) may be annualized, paid in installments or paid as earned, depending upon the type of employee and type of pay.
- C. <u>Direct Deposit</u>: All regular employees must participate in a direct payroll deposit plan. Direct deposit statements appear on the Employee Service Portal on the pay date. Direct deposit changes may be made after by giving thirty (30) calendar days' notice in writing. Teachers cannot change direct deposit information for their summer payroll checks. Each regular employee shall have access to electronic records in the Employee Service Portal indicating the number of accumulated sick leave hours/days and the number of personal leave or PTO hours/days remaining to the employee's credit.

SECTION 13. EMPLOYEE BENEFITS

13.01 Cafeteria Plan/Flexible Spending Account

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

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

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan's administrating agency. The provision of this plan shall be contingent

upon the continuance of this benefit under the applicable Internal Revenue Code Sections (§ 105, § 106, § 125 and § 129).

13.02 Dental Insurance

The District will provide dental insurance to regular employees who are scheduled to work 30 or more hours per week during the school year or year-round. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board and are subject to change. Participation in the dental insurance plan is subject to all requirements imposed by the carrier.

- A. Coverage Period and Termination of Benefits: The coverage period for the District's dental insurance plan runs from July 1st to the following June 30th. The dental insurance benefits described in this *Handbook* shall terminate at the end of the month the employee's resignation or termination becomes effective.
- B. <u>Premium Contributions</u>: The District will pay 90% of the dental insurance premium toward single or family coverage. Eligible employees will be responsible for the remaining portion of the premium which shall be deducted from his/her paycheck.
- C. <u>Co-Pays and Deductibles:</u> Eligible employees are responsible for payment of all co-pays and deductibles and other related expenses.

13.03 Health Insurance

The District will provide health insurance to regular employees who are scheduled to work 30 or more hours per week during the school year or year-round. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Participation in the health insurance plan is subject to all requirements imposed by the carrier.

- A. Commencement and Termination of Benefits: The coverage period for the District's health insurance plan runs from July 1st to the following June 30th. The health insurance benefits described in this *Handbook* shall terminate at the end of the month the employee's resignation or termination becomes effective.
- B. <u>Premium Contributions</u>: The District will pay 90% of the health insurance premium toward single or family coverage. Eligible employees will be responsible for the remaining portion of the premium which shall be deducted from his/her paycheck.
- C. <u>Co-Pays and Deductibles:</u> Subject to the use of the Health Reimbursement Arrangement Plan (HRA) described below, eligible employees are responsible for payment of all co-pays and deductibles and other related expenses.
- D. COBRA Continuation of District Health Plan Participation: As defined by the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, eligible employees have 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. COBRA information is obtained through the insurance provider.

13.04 Health Reimbursement Arrangement Plan (HRA)

The District will fund a Health Reimbursement Arrangement Plan for the benefit of regular employees who are scheduled to work 30 or more hours per week during the school year or year-round who participate in the District's health insurance plan. The plan administrator, program specifics and amount contributed will be selected and determined by the Board. Participation in the HRA is subject to all requirements imposed by the administrator. Subject to any requirements or limitations imposed by the administrator, funds in an HRA may be used towards eligible HRA expenses, such as a portion of the health insurance deductible.

13.05 Liability Insurance

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

13.06 Meal Reimbursement

Employees required or approved by the District to attend conferences, seminars and in-service training sessions will not receive reimbursement for travel, meals, lodging and/or registration *unless* prior approval for attendance has been granted by administration. Employees may be reimbursed for approved meal expenses at the actual cost

of the meal or the cost listed in the schedule below, whichever is lower. Proof of purchase must be submitted to the District office as soon as possible following the expense occurrence.

Breakfast: \$10.00 Lunch: 15.00 Dinner: \$25.00 See 671.2 Rule.

13.07 Mileage Reimbursement

When authorized in advance by administration, the District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile when an employee is 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 District Office. This reimbursement does not apply to an employee's commute to and from the workplace. A Google map printout indicating miles traveled should be submitted. See 671.2 Rule.

13.08 Optional Insurance Coverages

Regular employees may elect to purchase additional optional insurance coverages through the District's insurance broker at group rates. Insurance coverages available for purchase may vary from year to year and may include such items as vision insurance, life insurance, accidental death and dismemberment insurance, short and long-term disability insurance, accident insurance, cancer insurance and similar, related insurance coverages. The employee will pay 100% of the premium and any deductibles for any optional insurance coverages elected.

13.09 Other Post-Employment Benefits

The District may provide other post-employment benefits to employees at the discretion of the Board and subject to available funding. Post-employment benefits available to employee types are described in the relevant section of this handbook for that employee type.

13.10 Sick Leave Bank

The District maintains two sick leave banks, one for teachers and one for support staff and district staff. A sick leave bank allows eligible employees who contribute to the bank to withdraw sick days due to qualifying conditions, after they have exhausted all other available leave that is available to them.

- A. <u>Eligibility for Participation</u>: An employee must satisfy all of the following criteria to be able to withdraw sick leave from the applicable sick leave bank.
 - 1. The employee must be a teacher (for the teacher sick leave bank) or a support staff or district employee (for the support staff/district employee sick leave bank).
 - 2. The employee must deposit 1 sick leave day into the applicable sick leave bank by September 10th of the school year in which the employee desires to access the bank. For full-time employees, 1 sick leave day equals 8 hours. The amount of hours is pro-rated for part-time employees.
 - 3. The employee must have exhausted all of his or her individual leave time (sick leave <u>and</u> personal leave or PTO).
 - 4. The employee is not presently eligible to receive long-term disability, workers' compensation, Social Security disability or other similar income-replacement benefits. Sick leave bank eligibility shall cease if the employee becomes eligible for other any income-replacement benefits at any time during his/her absence.
 - 5. The employee or a qualifying family member must have a serious health condition and provide appropriate documentation of the condition.
 - a. Serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider. Exclusion: The birth or adoption of a child which does not result in a serious health condition of the child or parent DOES NOT qualify as a serious health condition for purposes of the sick leave bank.
 - b. A qualifying family member is a child, spouse or parent of the employee.
 - 6. The employee must be unable to return to work due to the serious health condition for more than five consecutive workdays.
- B. Accessing the Sick Leave Bank: An employee who satisfies the eligibility requirements may apply for sick leave pay from the applicable sick leave bank. Requests for a withdrawal from the sick leave bank must be made in writing to the Superintendent by the employee or his/her designee and must be

accompanied by a doctor's report identifying the serious health condition and expected duration of the condition.

C. Limitations on Payment of Sick Leave Bank Pay:

- 1. The maximum number of days that an employee may withdraw from the sick leave bank in a school year is 50 days.
- 2. The employee will become ineligible for sick leave bank pay if (1) the employee returns to work; (2) the employee reaches the maximum withdrawal set forth above; or (3) the employee becomes eligible for long-term disability, workers' compensation, Social Security disability or other similar incomereplacement benefits.
- 3. The sick leave bank program may not be used in conjunction with any other income-replacement benefits or unemployment compensation benefits provided by the District.

13.11 Sick Leave Incentive

Sick leave incentive is available to certain employee types of the District, provided they meet the qualifications. Sick leave incentive pay will be provided to eligible employees in a supplemental paycheck following their resignation/retirement.

- A. <u>Sick Leave Incentive for district staff and support staff</u>: A district employee or support staff employee who voluntarily leaves the District *after 15 years* of continuous service and provides a minimum two (2) week notice shall receive an incentive payment for all earned and unused sick leave in the amount of \$50 per 8 hours of accumulated sick leave.
- B. <u>Sick Leave Incentive for bus drivers</u>: A bus driver who voluntarily leaves the District *after 15 years* of continuous service and provides a minimum two (2) week notice shall receive an incentive payment for all earned and unused sick leave in the amount of \$50 per 1 day of accumulated sick leave.
- C. <u>Sick Leave Incentive for teachers</u>: A teacher who voluntarily resigns from regular employment *after 15 years* of teaching experience in the District and who is age 57 or over shall receive an incentive payment for all earned and unused sick leave in the amount of \$100 per 8 hours of accumulated sick leave.

13.12 Trainings/Workshops

When authorized in advance by administration, the District shall pay reasonable and necessary expenses such as registration fees, lodging and meal expenses (referenced elsewhere in this section) directly related to workshops, conferences, meetings, classes and training programs that the District requires an employee to attend. See 671.2 Rule.

13.13 Uniforms, Protective Equipment and Tools

Employees who are required to wear a District approved uniform while on the job will be provided with uniforms by the District. The District will also provide necessary protective equipment (i.e. safety glasses) and tools that are considered necessary by the District to allow the employee to be able to perform his/her normal duties.

13.14 Wisconsin Retirement System (WRS) Contributions

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

13.15 Worker's Compensation

The District shall maintain worker's compensation insurance in accordance with the law.

A. Reporting Requirements:

- All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report 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 his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall also fill out an accident report form (Appendix N).
- B. <u>Benefits While on Worker's Compensation:</u> When an employee is injured within the scope and course of his or her employment with the District and is eligible for worker's compensation coverage, the District shall continue to provide worker's compensation insurance and the employee will be compensated in the following manner:

- 1. Up to and including the sixtieth (60th) calendar day of Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each **workday** the employee is absent from work while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive calendar day of the leave or as long as the employee has accumulated sick leave available, whichever occurs first.
- 2. <u>Day Sixty-One (61) and thereafter of Worker's Compensation Leave</u>: 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.
- 3. <u>Exclusions</u>: No hours from any available sick leave bank may be used to cover any period of absence caused by worker's compensation leave.
- C. <u>Injuries Not Covered by Worker's Compensation:</u> 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:
 - 1. The worker injured himself or herself intentionally;
 - 2. The worker was injured while voluntarily participating in an off-duty activity; or
 - 3. The injury occurred during horseplay or fighting initiated by the injured worker.

PART II - ADMINISTRATIVE EMPLOYEES

Additional provisions related to Administrative Employees (Superintendent and Principal(s)) are covered in their individual contracts under Wis. Stat. § 118.24.

PART III - DISTRICT STAFF

Below are additional provisions related to District Staff (Facility/Custodian Supervisor, Food Service Director, Payroll and Student Accounts Specialist and Accounts and Budget Specialist):

1.01 Assignment

Except as is otherwise approved by the District Administrator, district staff perform duties as assigned and shall not engage in any other pursuit or accept any other employment which interferes with the proper discharge of their duties and responsibilities.

1.02 Benefits and Leave

District staff shall be entitled to the employee benefits as outlined in Part I of this handbook. Sick leave and paid time off (PTO) shall be awarded as set forth in their individual *letter of employment*.

1.03 Compensation

Compensation is set forth in each district staff person's individual *letter of employment*.

1.04 Dismissal/Removal

The District Administrator is solely responsible for implementing any or all disciplinary measures, including, but not limited to, suspension and/or dismissal from employment. Such discipline or termination shall be subject to the District grievance procedures. See **Board Policy 527**, **527 Rule 1**, **527 Rule 2**, **527 Exhibit**, Appendix D.

1.05 Duties

The job responsibilities of district staff are as set forth in this Handbook, the individual letters of employment and job descriptions, Board Policies and Rules and Federal and state laws and regulations.

1.06 Evaluation

All district staff shall report to and be supervised by the District Administrator, who shall evaluate them in writing at least once each calendar year. See **Board Policy 548**.

1.07 Licenses, Certifications and Permits

District staff shall maintain all licenses, certifications and permits necessary for the proper discharge of their duties, including compliance with application state and Federal laws, rules and regulations.

1.08 Training

District staff members are encouraged to continue professional growth through participation in workshops, membership in professional organizations and other similar activities.

1.09 Work Schedule

District staff work schedules are set by the District Administrator with the duties of each district staff member taking into account in the setting of the work schedule. Full-time employees are generally expected to work eighthour duty days. Work schedules may vary because of different start times and job responsibilities.

PART IV - TEACHERS

SECTION 1. TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS

1.01 Teacher Assignments, Vacancies and Transfers

- A. <u>Determination of Assignment</u>: Teachers will be assigned or transferred by the District Administrator and/or his/her designee.
- B. <u>Assignment Preference Consideration</u>: Teachers may express in writing to the District Administrator and/or his/her designee their preference of grade level or subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee. Insofar as possible, consideration shall be given to these requests.
- C. <u>Job Posting</u>: 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 10 days. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications required for the position.
- D. <u>Process for Filling Vacancies</u>: 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. <u>Involuntary Transfers</u>: When the District determines that an involuntary transfer of an employee is necessary or in the best interests of the District, it may, at its discretion, transfer any employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator and/or his/her designee which will include the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline under Section 9 of this *Handbook*.

1.02 Teacher Resignations

A teacher's individual contract is binding on both parties. If a teacher breaches this contract through a resignation prior to the expiration of the contract, the District may recover liquidated damages from the teacher as set forth in the employment contract. The following sums will be assessed following such a breach: \$200 if the resignation is submitted prior to June 30, \$400 if the resignation is submitted during the month of July, \$600 if the resignation is submitted after July. Any employee involuntarily called into service by the United States government for

military duty shall not be assessed liquidated damages. Additionally, the Board may waive liquidated damages for good cause.

1.03 Summer School Assignments

When possible, summer school subjects will be made known on or before April 15th. Current teachers in the District may apply for summer school positions in the same manner as non-District teachers and may propose subjects and curriculum for summer school subjects. Employees teaching summer classes shall be given a summer school session contract in accordance with Wis. Stat. § 118.04 and 118.21.

1.04 Extended Contracts

Additional contract days may be added to the contracted school calendar for some teachers at the discretion of the District. Teachers shall be compensated for said days as described in Section 3, 3.05. Days may be scheduled in full or partial day increments.

SECTION 2. BENEFITS AND LEAVE

Teachers shall be entitled to benefits and leave as outlined in Part I of this Handbook. Sick leave may not be used in place of personal leave.

SECTION 3. COMPENSATION

3.01 Salary Schedule – Appendix H

TBD

3.02 Extended/Summer Employment

Professional staff members on extended/summer employment contracts shall be paid beyond the normal school year contract at 4/5ths (80%) of their regular contracted salary. Curriculum work done in the summer is considered summer work.

3.03 Graduate Credit Reimbursement

The School District encourages professional staff members to continue their formal education and therefore will reimburse professional staff members for approved college courses taken for credit. Reimbursement will be the professional staff member's actual cost per credit hour, excluding activity, student union and health fees. Reimbursement will be limited to \$500 per fiscal year (July 1-June 30). Proof of course completion and credit costs must be submitted to the District Office prior to reimbursement. Course taken for reimbursement shall require *prior approval from the Superintendent*. Reimbursement shall not be granted for course work taken by a professional staff member to prepare for a position other than their present or anticipated area of responsibility.

3.04 In-House Substitutes

In House Substitutes: Any staff member assigned to substitute during the day will be reimbursed at \$25 a class period as defined by Administration.

3.05 Overload (Extra Class Assignment) Compensation

Reimbursement for extra class assignments, as assigned by Administration, is \$1,800 per school year or the corresponding percentage for any portion of the school year.

SECTION 4. DISCIPLINE, TERMINATION AND NONRENEWAL

4.01 Standard for Nonrenewal for Teachers

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in section 118.22, Wis. Stats. No teacher shall be non-renewed for arbitrary or capricious reasons. A non-renewal shall not be deemed a "termination" under the grievance procedure in District policy. Such nonrenewal shall be exclusively subject to the provisions of Wis. Stat. § 118.22.

4.02 Standard for Discipline and Termination

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

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

4.03 Representation

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

4.04 Disciplinary Materials

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

4.05 Termination of Employment

The employment relationship between the District and a teacher is terminated:

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

SECTION 5. EVALUATION

5.01 Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee.

5.02 Evaluation Process – Conditions for Teachers

A. Basic Requirements

- 1. New-to-the-system teachers in their first year of employment in the District shall be evaluated at least twice during their first year of employment. At least one evaluation shall consist of a preconference, observation and post-conference.
- 4. As of their second contract year in the District, new-to-the-system teachers shall be evaluated at least once annually.
- 5. Continuing employees shall be evaluated at least every third school year.
- 6. Nothing herein shall be interpreted as a limitation on the number of formal or informal evaluations that the administration may conduct on any staff member.
- 7. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed.
- B. Acknowledgement of Receipt and Response: The teacher will acknowledge receipt of all documents related to supervision and evaluation by signing and dating the document within ten (10) school days. The teacher shall have the right to attach a report with any remarks concerning the document(s). Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument to be placed in the personnel file. A teacher may attach a response to any document related to this process after the teacher's receipt of the evaluation document(s) listed above. The file copy of the evaluation and any comments or objectives shall be signed by both parties to indicate awareness of the content. The following statement shall be part of the instrument:

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

The response must be initialed by the evaluator. The preceding process and documentation may be accomplished through an electronic process.

- C. Copy of Evaluation Procedures: A copy of the evaluation forms are available upon request.
- D. <u>Plan of Improvement (PoI)</u>: A Plan of Improvement involves the supervision and evaluation procedure applied to continuing teachers whose performance has not met expectations as of the most

recent evaluation conference. A Plan of Improvement 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, be placed on a Plan of Improvement or may be non-renewed pursuant to § 118.22, Wis. Stats. If in the District's discretion a Plan of Improvement is offered, the process shall be as follows:

- Goal of PoI: The goal of a PoI 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. <u>Content of Pol</u>: It may include a description of the teacher's deficiencies, a description of appropriate performance, a goal-setting plan to help the teacher develop required skills, a schedule of supervisory activities including at least one evaluation, and a target date by which time the teacher will perform satisfactorily. The plan is not limited to, but might include, the following interventions: any means of staff development defined in the District staff development plan, observations and/or support by experts outside the District, and/or peer coaching or mentoring.
- E. <u>Professional Development of New-to-the-System Teachers</u>: New-to-the-System Teachers may be provided with a qualified "continuing teacher" mentor. New-to-the-system teachers may be required to spend up to the hourly equivalent of 2 work days, some prior to the beginning of school, without additional compensation, preparing professional and curriculum materials and lesson plans (in addition to being oriented to the District, evaluation practices and general expectations for their assignments.)

SECTION 6. PROFESSIONAL GROWTH

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

SECTION 7. REDUCTION IN FORCE

9.01 Reasons for Reduction in Force

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

9.02 Notice of Reduction

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

9.03 Selection for Reduction – Steps

Individual employees shall be selected for full or partial reduction in force in accordance with the following steps:

- A. <u>Step One Attrition</u>: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing a reduction in staff.
- B. <u>Step Two Volunteers</u>: Volunteers will be non-renewed next. The District will provide the volunteer(s) with a nonrenewal notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section must put his/her request in writing. Volunteers will be accepted by the District only if, in the District's opinion, the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District-directed nonrenewal under this section of the *Handbook*.
- C. <u>Step Three Selection for Reduction</u>: The District shall select the employee in the District utilizing the following criteria in order of application for determining the employee(s) for nonrenewal:
 - 1. <u>Educational Needs of the District</u>: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.

- 2. <u>Qualifications as Established by the Board</u>: Including, but not limited to specific skills, certification [if applicable], training, District evaluations, etc.
- 3. Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences may include but not be limited to current and past assignment and practical experience in the area of need.
- 4. <u>Performance of the Employees Considered for Nonrenewal</u>: Performance of the employees under consideration as previously and currently evaluated. Greater weight may be given to more recent evaluations.

9.04 Reduction in Hours Resulting in Nonrenewal

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

9.05 Reemployment Process

The reemployment process is solely available to employees non-renewed underneath this section. It does not apply to employees non-renewed based upon performance as set forth in Part IV, Section 4.

- A. <u>Reemployment Period</u>: Employees non-renewed under this section shall retain the reemployment options set forth herein for a period of twelve (12) months after the employee's last day of work with the District.
- B. Reemployment Obligations Employee: Employees non-renewed under this section will have their names placed on a reemployment list. In the event a vacancy occurs, or a new position is created while employees are on the reemployment list, the District will first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employees on the reemployment list may apply for the vacant position according to the terms of this *Handbook*. The District will post vacancies in accordance with the terms of this *Handbook*.

9.06 Termination of Reemployment Opportunities

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

9.07 Insurance Benefits Following Nonrenewal

The employee shall be entitled to COBRA continuation as set forth in Part I.

9.08 Accrued Benefits during Reemployment Period

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

SECTION 8. WORK SCHEDULES

10.01 Normal Hours of Work

- A. <u>Eight-hour workday</u>: Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act. Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period.
- B. Normal Schedule v. Flex Schedule: Teachers are expected to be in or near their classrooms by 7:45 a.m. each day and remain until 3:45 p.m. each day. With administrative approval at the beginning of the school year, a teacher may flex his or her workday to be 7:30 a.m. to 3:30 p.m. Administration shall have discretion as to the number of teachers who are allowed to maintain an earlier schedule, based upon the needs of the district. Once a teacher elects to flex his/her schedule, he/she may not

revert to the normal schedule without approval from administration. Teachers are expected to be in attendance at meetings scheduled by administration that take place prior to or after these normally scheduled work times.

10.02 Teacher Absences and Substitutes

- A. <u>Absences Due to Illness:</u> When a regular teacher is absent from school and a substitute is needed, the teacher must follow the procedure outlined in Part I, Section 11.06 of this *Handbook*.
- B. <u>Absences Due to Personal Leave</u>: Teachers who wish to request personal leave hours are to receive *administrative approval PRIOR* to scheduling the hours and submit the request in the Employee Service Portal before scheduling to be off work/requesting a sub. No more than 3 teachers may request personal leave on any given day. See Part 1, Section 11.06 (G.1).

10.03 Administratively Called Meetings

- A. <u>Staff Meetings</u>: Teachers are required to attend all mandatory administratively called staff meetings. Administratively called meetings may begin before the normal workday begins or go later than the end of the normal workday. The number of staff meetings shall be established by the District. 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.
- B. Other Administratively Called Meetings: The notification and duration provisions of the previous paragraph do not include, nor shall they apply to, meetings of individual educational plans teams, the preparation of individual education plans, parent-teacher conferences, department meetings or activities of similar nature, which are normally conducted at other times. Teachers are required to attend such events regardless of the date, time or duration of said meetings. Teachers who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

10.04 Staff Development Days

Teachers are expected to attend all scheduled staff development days. Absent extraordinary circumstances, a teacher will not be excused from attendance for a staff development day and may not use personal leave time for a staff development day.

10.05 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, progress reports, in-person appointments, etc., in addition to the scheduled parent/teacher conferences.

10.06 Attendance at School Events

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

10.07 School Calendar

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

10.08 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 will, at a minimum, make up all hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements 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.

SECTION 11. POST-EMPLOYMENT BENEFITS TBD

PART V - SUPPORT STAFF

Below are additional provisions related to Support Staff (custodians, food service workers, secretaries, paraprofessionals and bus mechanic):

SECTION 1. ASSIGNMENTS, TRANSFERS & VACANCIES

1.01 Assignments

Should the District anticipate a continuing need for an employee's services during the next school year, it will issue a *Notice of Intent to Employ* that will be consistent with, but subservient to, this *Handbook* and board policy, before the last student contact day of the school year. The 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) of the one currently held. By September 15 each fall, a *Letter of Assignment* will be issued to each support staff employee which will identify the employee, the position(s) that the employee is employed for, the employee's rate of pay, the number of hours assigned, and the leaves available for the year.

1.02 Transfers or Change of Assignment

When the District determines that an involuntary transfer of an employee is necessary, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice form the District Administrator which will include the reasons for the transfer. In the case of a change of assignment, the employee shall be provided with at least 14 calendar days' notice of the change of assignment via a new letter of appointment, if practicable, as determined by the administration.

1.03 Vacancies

Should a position become vacant or a new position created, existing employees may apply for the position following the same procedures as external applicants. The District retains the right to select the most qualified applicant for any position based upon stated job description. This restriction does not prohibit the District from considering qualifications that are related to the position and exceed the minimum qualifications listed in the job description.

SECTION 2. BENEFITS AND LEAVE

Support staff shall be entitled to the employee benefits and leave as outlined in Part I of this *Handbook*.

SECTION 3. COMPENSATION

3.01 Wage Schedule – Appendix J

TBD

3.02 Wage Schedule Placement

TBD

3.03 Special Pay Rates or Circumstances

- A. Overtime Pay: Time worked over forty (40) hours per week is paid at one and one-half (1.5) times the regular rate, excepted for blended-rate employees discussed below. Time over forty (40) hours per week does not include PTO time. The reason for overtime must be indicated on the employee's time records. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.
- B. <u>Blended-Rate Time Pay</u>: Employees who work in more than one job position may be entitled to a blended-rate for any overtime worked, which factors in the regular wages earned from the various positions to arrive at an overtime rate.
- C. <u>Call-In Pay</u>: 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 (1) hours pay. The District may, in its discretion, require such employees to work the full one (1) hour period.

- Employees called in to open the building for a special event (e.g. use of the District facilities by an outside agency) will be paid for the time that the employee is required to be on duty.
- D. <u>Shift Differential Pay</u>: Employees who are <u>assigned</u> to the night shift will receive \$.25 per hour added to their regular hourly rate of pay. Night shift is defined as hours worked between 3:30 p.m. through 5:59 a.m. during the school year.

SECTION 4. DISCIPLINE, TERMINATION, REDUCTIONS (LAYOFFS) AND RESIGNATIONS

4.01 Dismissal/Removal

The District Administrator is solely responsible for implementing any or all disciplinary measures, including, but not limited to, suspension and/or termination of employment. Such discipline or termination shall be subject to the District grievance procedures. See **Board Policy 527**, **527 Rule 1**, **527 Rule 2**, **527 Exhibit**.

4.02 Reduction in Force or Hours

- A. Overview: In the event the Board elects to reduce the number of positions or number of hours in any position, the provisions set forth in this section shall apply. The District shall give at least fourteen (14) days' notice of any reduction in force. The notice of reduction in force will specify the effective date and that the employee must keep the District informed in writing of any changes in the employee's address.
- B. <u>Selection for Reduction</u>: In the implementation of staff reductions under this section, individual employees shall be selected for full or partial reduction in force in accordance with the following steps:
 - 1. <u>Step One Attrition</u>: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible to implement reductions.
 - 2. <u>Step Two Volunteers</u>: Requests for volunteers will be sent to employees within each job category. An employee who volunteers will put his/her request in writing. Volunteers will be accepted by the District only if, in the District's opinion, the remaining employees in the job category are qualified to perform the remaining work.
 - 3. <u>Step Three Selection for Reduction</u>: The District shall follow the criteria below in the order listed to select the employee in the affected job category for full or partial reduction in hours. Job categories for the purpose of this section are as follows: custodian, secretary, food service worker, paraprofessional, bus mechanic.
 - a. <u>Educational Needs of the District</u>: Needs identified and determined by the Board in accordance with its authority.
 - b. <u>Qualifications as Established by the Board</u>: Specific job skills, certifications, training, district evaluations, etc.
 - c. <u>Qualifications of the Remaining Employees in the Affected Job Categories</u>: Relevant qualifications include those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include, but not be limited to, current and past assignments and practical experience in the area of need;
- C. Benefits: Employees who are fully or partially reduced shall be entitled to COBRA continuation.

4.03 Resignations

Employees must give a written notice of resignation as soon as possible, but at least ten (10) working days prior to the effective date of the resignation. If an employee has overused the sick or PTO time earned, the employee will have an amount equal to the value of the overused leave withheld from his or her last paycheck. 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 provision will, at the District's discretion, forfeit any accrued benefits.

SECTION 5. DUTIES

The job responsibilities of support staff shall be as set forth in this *Handbook*, the individual letters of assignment and job descriptions, Board Policies and Rules, and Federal and state laws and regulations.

SECTION 6. EVALUATION

Periodic evaluation of support staff is necessary to provide continuous improvement in the quality of service to the community, students and staff of the District. The District has the sole right to determine whether employees will be evaluated and if so, by whom. When a teacher works with a paraprofessional, the teacher may be requested to provide input for consideration. The District will orient all new employees regarding evaluation procedures and processes. Employees will receive a copy of his/her evaluation and will be expected to sign an acknowledgment indicating that he/she has received the evaluation. The employee may respond to written evaluations in writing, with his/her comments, which will be attached to the completed evaluation. See **Board Policy 548**.

SECTION 7. LICENSES, CERTIFICATIONS AND PERMITS

Support staff shall maintain all licenses, certifications and permits necessary for the proper discharge of their duties, including compliance with application state and Federal laws, rules and regulations.

SECTION 8. TRAINING

Suitable programs of training and orientation for support staff may be provided by supervisory staff or others as appropriate. Support staff are encouraged to seek out and attend training opportunities via workshops and other activities.

SECTION 9. WORK SCHEDULE

9.01 Regular Workday

A regular full-time workday is eight (8) hours or the assigned prorated hours, excluding a half-hour, unpaid lunch period. Because of different schedule requirements, employees' starting, lunch and finishing times may vary in different assignments and locations. An employee's immediate supervisor will schedule working hours, break periods and lunch periods.

9.02 Work Week

A regular work week is forty (40) hours or the prorated assigned hours indicated in the employee letter of assignment. The regular work week is five (5) consecutive days unless an 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.

9.03 Part-Time Employees

The District will indicate the schedule of hours for part-time employees in their letter of assignment. Hours can be adjusted by administration when necessary.

9.04 Additional Hours and Overtime – Approval and Assignment

- A. <u>Approval:</u> In order for an employee to work beyond his or her regular hours in any week, prior approval must be obtained from the immediate supervisor. In exceptional cases, overtime may be approved after it is worked when all administrators/principals/immediate supervisors are unavailable and waiting for preapproval may cause harm to students, staff, the community or District property.
- B. <u>Assignment of Overtime:</u> 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 as determined by the District. If no one volunteers to perform the overtime work, 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.

9.05 Breaks/Lunch

Employees scheduled to work at least four (4) hours per workday will receive one (1) fifteen (15) minute paid break. Employees scheduled to work at least eight (8) hours per workday will receive two (2) fifteen (15) minute paid breaks. All employees who work six (6) or more hours per day are entitled to a thirty (30) minute duty-free, unpaid lunch.

Hours Worked	Break(s) and Lunch Period Scheduling
0 to 3.99 hours	0 minutes
At least 4.0 hours to 5.99 hours	15-minute break
At least 6.0 hours to 7.99 hours	15-minute and 30-minute unpaid lunch
At least 8.0 hours or more	Two15-minute breaks and 30-minute unpaid lunch

9.06 Emergency School Closings

The following procedures will be followed when school is closed due to inclement weather or other situations beyond the control of the District

- A. Who Reports to Work: All custodians, secretaries and the bus mechanic are expected to report to work, if at all possible, unless otherwise instructed not to do so by their immediate supervisor. All other support staff should *not* report to work unless otherwise instructed to do so by their immediate supervisor.
- B. <u>Payment for Days School Is Closed:</u> Any employee who does not work when school is closed for an emergency/weather will not be paid for that day. The employee may elect to use PTO for that day.
- C. <u>Make-Up Days</u>: Employees are required to report to work in the event that the District schedules make-up days.
- D. <u>Partial Days</u>: If employees report to work and a decision to close school is made after that time, those employees will be paid only for the actual hours worked.

PART VI - BUS DRIVERS

SECTION 1. Assignments

Assignment of bus routes and trips to a driver will be made pursuant to guidelines as follow.

1.01 Regular Routes

Regular routes will be assigned at the beginning of the year by the Transportation Director with input from the bus drivers and based upon the length and difficulty of the route, experience of the driver and other factors as appropriate.

1.02 Planned Trips

Trips that are scheduled more than two weeks in advance, such as athletic events or other known, recurring events, are considered *planned trips*. Planned trips will be assigned to interested drivers using the following procedures:

- A. <u>Seasonal Assignment:</u> Scheduling of these trips will be done three times per year prior to the fall, winter and spring athletic seasons. Drivers will be assigned trips based upon a driver rotation schedule, which is based upon alphabetical order. The Transportation Director will hold a meeting prior to the fall, winter and spring assignments to review the planned trips and make adjustments if necessary.
- B. Replacements:
 - 1. <u>Notice</u>: If a driver is not able to take an assigned trip, the driver must provide a minimum of one week's notice to the Transportation Director to allow time to find a replacement driver. Failure to provide sufficient notice will result in disciplinary action, except in emergency circumstances.
 - 2. Replacement Process: If a driver is not able to drive on the scheduled day per the rotation, that driver must contact the Transportation Director to find a replacement. The Transportation Director will contact replacements based upon the driver rotation schedule. If a driver does not answer the phone number provided, the Transportation Director will continue to make phone calls until a replacement has been found. Future needs for replacement drivers will follow the same process, starting with the next driver on the rotation list who was not contacted for the previous "replacement" route. (If Driver #1 is unavailable or declines, Driver #2 will be called. If Driver #2 accepts the trip, the next calling will start with Driver #3).
 - 3. <u>Switching Routes:</u> Drivers are not allowed to switch routes on their own *without prior approval* from the Transportation Director.

1.03 Short Notice Trips

Trips that are not scheduled with two or more weeks' notice are considered short notice trips. Short notice trips will be assigned as they are scheduled. Assignments for short notice trips will follow the same process as the Replacement Process referenced in 1.02 B. 2. above. A driver who agrees to take a short notice trip may not cancel the trip without disciplinary action, except in emergency circumstances.

1.04 Opt-Out for Extra Trips

Drivers who prefer to drive only their regular bus route and do not wish to be placed on the rotation for planned or short-notice trips must complete a waiver form at the beginning of the year to be removed from the trip rotation. Drivers who wish to revoke their waiver and become eligible for extra trips must do so prior to the seasonal assignment of trips. In situations where another driver cannot be found, the District reserves the right to ask drivers who have opted-out from extra trips to take the extra trip.

SECTION 2. Benefits and Leave

Bus drivers are entitled to some of the employee benefits set forth in Section Part I, Section 13, including liability insurance, sick leave incentive, trainings/workshops, Wisconsin Retirement System (only for bus drivers who meet the statutory criteria) and Workers' Compensation. Bus drivers who drive for overnight trips are also entitled to meal reimbursement and complimentary accommodations (i.e. hotel room). Bus drivers are entitled to leave as outlined in Part I, Section 11 of this *Handbook*.

SECTION 3. Compensation

3.01 Regular Routes

Pay for regular bus routes is on a per trip basis. Bus routes are assigned a pay rate based upon the length of time on route and difficulty of the route. Appendix J lists bus driver route pay.

3.02 Additional Trips

Planned trips and short notice trips are paid based upon driving time and/or sitting on call time.

- A. <u>Driving Time</u>: Driving time is defined as time spent driving the bus. The time from school and to the destination and back counts as driving time. Driving time also includes time transporting passengers back and forth to events once at a destination. See <u>Appendix J</u> for trip pay.
- B. <u>Sitting/On Call Time</u>: **Only overnight trips are eligible for sitting/on call time**. Sitting or on call time is time spent away from school while waiting to transport children. This includes time spent waiting during an event, the time between drop off and pickup of passengers at an event or time waiting for an adult in charge to call for a pickup. Sitting or on call time does not include overnight or sleeping time.
- C. Overnight or sleeping time: The District does not pay for overnight/sleeping time. For overnight trips, once all children are back at a hotel or sleeping location, the bus driver is off the clock and on overnight or sleeping time. A driver who is required to stay overnight will have his/her lodging paid for by the District or group and is entitled to meal reimbursement in accordance with this *Handbook* 13.06 and **Board Policy 671.2**.

3.03 Additional Items of Compensation

The District will provide additional items of compensation to bus drivers, as follows:

- A. DOT Physical: The District will pay the cost of a DOT physical for all bus drivers.
- B. Air Brake Endorsement: The District will pay for the cost of an air brake endorsement.

SECTION 4. Dismissal/Removal

The District Administrator is solely responsible for implementing any or all disciplinary measures, including, but not limited to, suspension and/or termination of employment. Such discipline or termination shall be subject to the District grievance procedures. See **Board Policy 527**, 527 Rule 1, Rule 2, 527 Exhibit, <u>Appendix D.</u>

SECTION 5. Duties

The duties and expectations required of District bus drivers are as set forth on the Bus Driver Duties & Responsibilities page which is attached to this *Handbook* as <u>Appendix K</u>.

SECTION 6. Evaluation

Periodic evaluation of bus drivers is necessary to ensure safety of transportation operations and provide continuous improvement in the quality of service to the community, students and staff of the District. The District has the sole right to determine whether employees will be evaluated and if so, by whom. The District will orient all new employees regarding evaluation procedures and processes. An employee will receive a copy of his/her evaluation and will be expected to sign an acknowledgment indicating that he/she has received the evaluation. The employee may respond to written evaluations in writing, with his/her comments, which will be attached to the completed evaluation. See **Board Policy 548**.

SECTION 7. Licenses, Certifications and Permits

Bus drivers must maintain all licenses, certifications and permits necessary for the proper discharge of their duties, including compliance with applicable state and Federal laws, rules and regulations.

SECTION 8. Training

Suitable programs of training and orientation for bus drivers may be provided by supervisory staff or others as appropriate. The District will provide the use of a bus for training purposes for existing bus drivers and individuals wishing to become bus drivers for the District.

SECTION 9. Work Schedule

Bus routes run on a very close, consistent schedule. Bus drivers must report to work with enough time prior to their scheduled departure so that they may complete the required pre-trip inspection and proper warm-up procedures. Bus drivers should follow the provisions of Part I, Section 11 of this *Handbook* for reporting/requesting absences.

9.01 Absence Due to Illness

Bus drivers who are unable to drive their regular route due to illness must notify the Transportation Director as soon as possible, but no later than 5:30 a.m. on the day of the route.

9.02 Time Off Requests

Bus drivers requesting the use of PTO must make a request in the Employee Service Portal as far in advance as possible. Every attempt will be made to honor time off requests; however, on occasion, requests may be denied due to driver unavailability.

PART VII - SUBSTITUTE EMPLOYEES

SECTION 1. ALL SUBSTITUTE EMPLOYEES

1.01 Pre-Employment Requirements

All new substitute staff hires will have to meet all new staff requirements, including but not limited to completion of W4, I9, direct deposit form and a criminal background check. See <u>Board Policy 523.1</u> and <u>Board Policy 533.1</u>.

1.02 Assignments

Substitutes shall be assigned at the discretion of the District.

1.03 Training/Evaluation

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

1.04 Dismissal/Removal from Substitute List

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

SECTION 2. SUBSTITUTE TEACHERS

2.01 Compensation

Substitute teachers shall receive compensation for services rendered at a rate of \$110 per full day or \$55 per half day. Substitute teachers who substitute for 21 consecutive school days for the District will be paid the lowest base

salary applicable to the regular teacher staff. Meals are not provided; however, substitute teachers may purchase lunch at school through the school lunch program.

2.02 Duties

The professional responsibilities and duties of substitutes shall be consistent with the regular teacher's responsibilities and duties for whom they are substituting. See <u>Appendix L</u> for a list of substitute teacher duties and responsibilities.

2.03 Licenses, Certifications and Permits

All substitute teachers shall have the necessary license, certification and/or permit required by state law to serve in the substitute teaching assignment. Substitute teachers are responsible for paying their own costs to obtain an appropriate license or permit.

2.04 Work Schedule

A substitute's teaching day shall be eight (8) hours, including a duty-free lunch, when subbing for a full-time teacher who is absent for a whole day. Substitute teachers subbing for a whole day are expected to be in or by their rooms by 7:45 a.m. Substitute teachers are paid \$110 for a full day (8 hours) of substitute teaching and \$55 or a half day (4 hours) of substitute teaching.

SECTION 3. SUPPORT STAFF SUBSTITUTES

3.01 Work Hours

The work hours of a substitute support staff person will vary depending upon the type of position and need. Expected hours of work will be communicated to the support staff substitute at the time the substitute is asked to fill an absence.

3.02 Compensation

Support staff substitutes in the custodial, clerical, food service or paraprofessional areas, etc. will be paid at a rate of \$11 per hour. A time card must be completed indicating the date, hours and position worked. Bus driver subs will be paid the actual route pay for a full route or half route as driven.

3.03 Licensure and/or Permit

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

PART VIII - CO- AND EXTRA-CURRICULAR EMPLOYEES

1.01 Letter of Assignment

Employees must supervise the co- and/or extra-curricular activities that are included in their letters of assignment. Such activities are governed according to the following guidelines:

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

1.02 Benefits

An activity advisor/coach who is a regular employee of the District will be entitled to the benefits applicable to his/her regular position with the District. Other activity advisor/coach employees will be entitled to liability insurance and workers' compensation. In addition, athletic coaches will be reimbursed up to \$200 per year for expenses incurred for attendance at clinic, workshops and/or state tournaments that they attend (in which their team is not competing). Coaches must have preapproval from their director/supervisor prior to making arrangements for attendance at these events.

1.03 Compensation

Payments for co- and/or extra-curricular activities will be made in accordance with District payroll procedures. Generally, regular employees who supervise an activity that spans an entire school year will have their stipend annualized and receive a pro-rate share of their stipend per paycheck. Athletic coaches may elect to receive their stipend at mid-season and end-of-season or only end-of-season. The pay schedule for co- and extra-curricular activities is set forth in <u>Appendix M</u>.

1.04 Dismissal/Discharge

Co- and extra-curricular employees are casual employees and therefore have no expectation of continued employment in that capacity. As such co- and extra-curricular employees may be disciplined or discharged for any reason without recourse to the grievance procedure.

1.05 Duties

The job responsibilities of co- and extra-curricular employees shall be as set forth in this *Handbook*, the individual letters of appointment and job descriptions, Board Policies and Rules, and Federal and state laws and regulations. See <u>Appendix N-Q</u> for additional duties, responsibilities and guidelines.

1.06 Evaluation of Co- and Extra-Curricular Assignment Employees

Individuals holding co- or extra-curricular assignments will 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/her reasonable discretion, deems appropriate.

1.07 Licensure, Certifications and Permits

Co- and/or extra-curricular employees shall maintain all licenses, certifications and permits necessary for the proper discharge of their duties, including compliance with application state/federal laws, rules and regulations.

1.08 Training

Suitable programs of training, orienting and evaluating the work of co- and extra-curricular employees may be provided by the District as appropriate.

1.09 Work Schedules

Co- and 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.

1.10 Volunteers

Upon approval from the head coach/advisor and the activities director or principal, an individual may serve as a volunteer coach/advisor for a co- or 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 are responsible for their own personal injuries (i.e., ineligible for worker's compensation);
- D. They must consent to a background check (background checks for school district volunteers must be performed by the Wisconsin Department of Justice or the Federal Bureau of Investigation);
- 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.
- H. If driving a school vehicle, they must submit a copy of their current driver's license.

A. Employee Acknowledgment

All Cochrane-Fountain City Employees must review and be familiar with the Employee Handbook. All employees are required to sign and return this Employee Acknowledgement form to the District Office by September 1st each year.

I hereby acknowledge that it is my responsibility to access the *Cochrane-Fountain City School District Employee Handbook* (hereafter *Handbook*) online. My signature below indicates that I have read the *Handbook* and agree to abide by the standards, policies and procedures defined or referenced in this document. I understand that I am subject to additional regulations, policies and laws that are located in or referred to in the Cochrane-Fountain City Board of Education Policies. The *Handbook* and the Board Policies are maintained in the District Office and are available on the District's website at cfc.k12.wi.us.

I understand that 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, procedure and *Handbook* information, I accept responsibility for reading and abiding by the changes. If I am an employee who does not possess an individual contract with the District, I understand that this *Handbook* does not constitute an employment contract or alter my status as an at-will employee. 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) or appointment.

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 acknowledgement that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

Printed Name	Signature	
Date		

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

TBD	
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ppendix to Cochrane-Fountain City School District Employee Handbook	A 2

B. Organizational Chart

C. Employee Harassment/Bullying Complaint Form

Complaint of employment discrimination, harassment, workplace bullying, retaliation, or other violation of School Board Policy 511 or 512

		(please print clearly, complete <u>all</u> lines, a	nd att	ach additional sheets where necessary)
1.	Name	e, Telephone Number, and Mailing Address of the Individu	ual Fil	ing the Complaint:
3.	Does that is individe	Discrimination against or the harassment of an individual based on the individual's legally-protected status (e.g., race, sex, age, disability, religion, etc.) Inappropriate retaliation taken against an individual, in violation of a law or a District policy Workplace harassment or bullying that is based on a factor (such as personal animosity) other than a person's legally-protected status Other:	5.	What is the name of each person who is the alleged target or victim of the improper conduct identified in this complaint? Is each person who you identified in response to Question 4, above, either an employee of the District, a former employee, or an applicant for employment with the District? Yes. No. Please explain any exceptions. Identify the approximate date(s) that the relevant events occurred (or, if the concern is ongoing, identify the date that the events/conduct began). Please use mm/dd/year format. To your knowledge and in relation to this complaint, is anyone's health or safety in imminent danger such that you believe immediate action is needed to alleviate that danger? No. Yes. Please identify the person(s) and indicate whether you have contacted law enforcement:
9. 10.	List a List a "John	ny other school district employees who you allege are ny other persons who you allege are responsible parties s Smith (volunteer coach)"):	respo	who you allege are responsible parties in connection with this ensible parties in connection with this complaint (if any): connection with this complaint (if any), indicating his/her role (e.g.,
12.		se describe the basic nature of the complaint/allegatio it happened, who was involved, whether it is an ongoing		d identify the issue(s) to be resolved (e.g., identify what happened, em, etc.):

13. I	Please identify the relief or remedy tha	at you would like the School I	District	to provide in order to resolve this complaint:
14.	Have you already attempted to address No. Yes. Please describe those attem			isor, administrator, or any of the responsible parties? use to date:
				e, please submit separate forms or add an additional ided in this complaint is complete and accurate to the best
į	Signature		Date	
	Linoe	holow are for echoo	l diet	rict office use only
=	AND COMPANY SAME	below are for schoon who received this form on		rict office use only of the School District, and identify the date of receipt: Date of Receipt by the District
1	dentify the name and title of the perso	n who received this form on		of the School District, and identify the date of receipt: Date of Receipt by the District

D. Employee Grievance Form

Cochrane-Fountain City School District: Employee Grievance Form (please print clearly, complete all lines, and attach additional sheets where necessary)					
Name, Telephone Number, and Mailing Address of the Employee(s) Filing the Grievance:					
 2. This grievance concerns (check all that apply): An Employee Termination Employee Discipline Workplace Safety None of the above (NOTE: The complaint may be redirected to another process for a response/resolution.) 	3. Identify the date that the grievable event occurred (e.g., the date you were notified of the termination or disciplinary decision) ———————————————————————————————————				
5. Are you alleging a violation of any law, regulation, district policy. No. Yes. Please identify the alleged violation:	rule, or contract?				
6. List the supervisor(s) or administrator(s) you allege are responsible parties in connection this grievance (if any)?	7. Please list known witnesses to key events, indicating whether they are an employee, student, parent, etc. (e.g., "John Smith (employee)"):				
8. Please describe the basic nature of the complaint/allegations	Please describe the basic nature of the complaint/allegations and the issue(s) to be resolved:				
9. Please identify the relief or remedy that you would like the Sch	ool District to provide in order to resolve your grievance:				
10. Have you already attempted to address this matter informally with a supervisor, administrator or other responsible parties? □ No. □ Yes. Please identify the outcome/response to date: □ □ No. □ No. □ No. □ □ No. □ □ No. □					
11. Please sign and date this form (for grievances brought by a group of employees, submit separate forms or add an additional signature page):					
Signature	Date				
/This Side for Die	trict Office Llee Only)				

1.	1. Identify the name and title of the person who received this form on behalf of the School District, and identify the date of receipt:					
	Name Title	Date of Receipt by the District				
2.	Identify the method of receipt: Hand delivery U.S. mail Email Inter-office mail Other	3. Identify the date by which the initial administrative response should be provided to the Grievant, based upon the date of receipt by the District:				
5.	At the time of initial receipt by the School District, had the Grievant of Yes. No. Please identify the items which were incomplete and any	completed all lines on the reverse side of this Form? v steps taken in response:				
6.	Identify the supervisor(s) or administrator(s) who have been notified of the District's receipt of this grievance as of the date of receipt:	Identify the supervisor or administrator who is assigned primary responsibility for providing an initial administrative response to the grievance:				
8.	Other information the School District wishes to document related to	the processing of this grievance:				

E. Employee Accident/Injury Report Form

(To be completed within 24 hours of time of accident/injury)

EMP	LOYEE INFORMATION (Please print legibly)		
Employee Name (Last, First, Middle initial)			
Employee Address	City	State	Zip
Home Telephone Number	Work Telepho	ne Number	
()	()		
ACCI	IDENT INFORMATION		
Building or Site Where Accident Occurred (facility)	(include address if not at a district		
Date of Accident/Injury Time of Accident	ident/Injury Name of Person	Notified	
Describe how the Accident/Injury Occurred	l:	Body Part(s Injured:)
		Wrist	Hand
		Leg	Knee
		Head	Eye
		Face	Teeth
		Ankle	Foot
		Abdomen	Chest
		Arm	Back
		Neck	Other
Please describe any resulting injury:			

TREATMENT INFORMATION

Did the Employee See a Doctor or Go to the Hospital?	Date of First Treatment (if known)
Yes No	
Name of Physician, Clinic or Hospital Name	Treating Facility City/Address
Signature of Principal and/or Supervisor	Date
Please FAX or deliver front page to the District Off	ice <u>within 24 hours</u> of the Accident/Injury.

Were there any witnesses to this accident?	Yes	No	
If Yes, complete the following:			
Name of Witness(es)	Address	Tele	ephone
Answer the following questions. Circle	"Yes" or "No". Indicar	te N/A if the questions don't apply.	
1. Was injured person properly instruct	ed in safe efficient metl	hods? Yes	No
2. Did he/she violate any instructions, p procedures?	policies or	Yes	No
3. Was necessary protective equipment etc.)	worn? (Goggles, safet	y belt, hard hat, Yes	No
4. Did poor housekeeping contribute to	the accident?	Yes	No
5. Was accident caused by something w	vhich needed repair?	Yes	No
6. Was accident caused by an unsafe act?		Yes	No
What do you consider the cause(s) of the	his accident?		
What steps are being taken to prevent s	similar accidents?		
	T 4 MP*	T. C	
		e Information oplicable)	
Time Missed from Work		Date Returned to Work:	
Hours: Days:			
Person Making Report:	1		
Name	Title	Date	
Principal/Supervisor Signature		Date	
Safety Coordinator Review:			

F. Employment Posters / Notices

As a general matter, school districts should prominently post the following posters/notices in a place where notices to employees are customarily posted in the workplace.

Affordable Care Act – Notice to Employees of Coverage Options

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

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

For employers who do not offer a health plan

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

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

Bone Marrow and Organ Donation Leave Act

English https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd 18114 p.pdf

COBRA – Model Election Notice

English https://www.dol.gov/sites/default/files/ebsa/laws-and-regulations/laws/cobra/model-election-notice-spanish.doc
Spanish https://www.dol.gov/sites/default/files/ebsa/laws-and-regulations/laws/cobra/model-election-notice-spanish.doc

Copyright Basics

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

Employee Protections Against Use of Honesty Testing Devices - Wisconsin

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

Equal Employment Opportunity is the Law

English http://www1.eeoc.gov/employers/upload/eeoc self print poster.pdf

Spanish http://www.eeoc.gov/employers/upload/eeoc self print poster spanish.pdf

"EEO is the Law" Poster Supplement

English http://www1.eeoc.gov/employers/upload/eeoc gina supplement.pdf

Spanish http://www.eeoc.gov/employers/upload/eeoc gina supplement spanish.pdf

Fair Employment Law - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd 4531 p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd 4531 s p.pdf

Fair Labor Standards Act - Federal

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

Family and Medical Leave Act - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd 7983 p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd 7983 s p.pdf

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

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

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

Federal Requirements for Asbestos Management in Schools

English https://www.epa.gov/sites/production/files/documents/aherarequirements 1 0.pdf

Hazardous Chemicals in the Workplace?

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

Hours and Times of Day Minors May Work in Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_p.pdf
Spanish https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_sp.pdf

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

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

Minimum Wage Rates - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_p.pdf
Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247 p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247 p.pdf

Notice to Employees about Applying for Wisconsin Unemployment Benefits

English http://dwd.wisconsin.gov/dwd/publications/ui/ucb 7 p.pdf
Spanish http://dwd.wisconsin.gov/dwd/publications/ui/ucb 7 s p.pdf
Hmong http://dwd.wisconsin.gov/dwd/publications/ui/ucb 7 h p.pdf

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd 9116 p.pdf

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

English https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd 11054 p.pdf

Public Employee Safety and Health

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

Your Rights Under USERRA: The Uniformed Services Employment and Reemployment Rights Act (complete information from Dept. of Labor)

English http://www.dol.gov/vets/programs/userra/USERRA Private.pdf

If your district is a federal government contractor or subcontractor, please be aware that there may be other posting requirements for you.

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

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

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

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

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

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

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

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

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

ELIGIBILITY REQUIREMENTS

BENEFITS &

PROTECTIONS

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

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

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

REQUESTING LEAVE

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

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

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

EMPLOYER RESPONSIBILITIES

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

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

ENFORCEMENT

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

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



For additional information or to file a complaint:

1-866-4-USWAGE





WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WH1420a REV 04/16

Issues	Federal - Enforced by the U.S. Department of Labor	Wisconsin - Enforced by the Department of Workforce Development	Most Favorable to Employees
Employers Covered	Employers of 50 or more employees in at least 20 weeks of current or preceding year.	Employers of at least 50 permanent employees during at least 6 of the preceding 12 calendar months.	See the Frequently Asked Questions
Employees Eligible	Have worked for employer at least 1,250 hours in preceding 12 months and employed for at least 12 months and employed at worksite by employer with 50 or more employees within 75 miles of that worksite.	Employee has at least 1000 hours of work and paid leave for employer in the preceding 52 weeks and employee worked for employer for at least 52 consecutive weeks.	See the Frequently Asked Questions
Amount of Leave	12 weeks during a 12 month period. Leave for birth, adoption, or to care for sick parent or childmust be shared by spouses working for same employer.	During a 12 month period. • 6 weeks for birth or adoption • 2 weeks for serious health condition of parent, child or spouse. • 2 weeks for employees own serious health condition.	See the Frequently Asked Questions
Type of Leave	Contact USDOL @ 608-441-5221 for inquiries.	Birth, placement of child for adoption or foster care, to provide care for parent, child, spouse, domestic partner or parent of domestic partner with serious health condition, or employee's own serious health condition.	Wisconsin
Serious Health Condition	1. Illness, injury, impairment, or physical or mental condition involving incapacity or treatment connected with inpatient care in hospital or hospice. 2. Residential medical care in hospital, hospice, or residential medical care facility. 3. continuing treatment by a health care provider involving: 1. Incapacity or absence of more than 3 days from work, school, or other activities. 2. Chronic or long-term condition incurable, or so serious if not treated would result in incapacity of more than 3 days. 3. Prenatal care.	Means a disabling physical or mental illness, injury, impairment, or condition involving inpatient care in a hospital, nursing home, hospice, or out patient care that requires continuing treatment or supervision by a health care provider.	Comparable
Health Care Provider	1. doctors of medicine or osteopathy authorized to practice medicine or surgery in the State; 2. podiatrists, dentists, clinical psychologists, optometrists, chiropractors (for manual manipulation of spine to correct subluxation demonstrated by X-ray) 3. nurse practitioners, and nurse-midwives, if authorized to practice under State law; or, 4. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.	Means: licensed physician, nurse, chiropractor, dentist, podiatrist, physical therapist, optometrist, psychologist; certified occupational therapist, occupational therapy assistant, respiratory care practitioner, acupuncturist, social worker, marriage and family therapist, professional counselor, speech-language pathologist or audiologist; and Christian Science practitioner.	Varies, as Federal and State laws each include several different types of health care providers.
Intermittent Leave	Permitted for serious health condition when medically necessary. Not permitted for birth or adoption unless employer agrees.	Permitted for all family and medical leaves in increments equal to the shortest increment permitted by employer for any other non-emergency leave	Wisconsin
Substitution of Paid Leave	Employee may elect or employer may require accrued paid leave to be substituted in some cases. No limits on substituting paid vacation or personal leave. Employee may not substitute paid sick leave, medical, or family leave for any situation not covered by employer's leave plan.	Employee may elect to substitute accrued paid or unpaid leave of any other type provided by employer.	Wisconsin
Reinstatement Rights	Must be restored to same or equivalent position in all terms and conditions.	Similar Provision	Comparable
Key Employee Exception	Exempts salaried employees if among highest paid 10% and if restoration would lead to grievous economic harm to employer.	No Similar Provision	Wisconsin
Maintenance of Health Benefits During Leave	Health insurance must be continued under same conditions as prior to leave.	Similar Provision	Comparable
Leave Requests	Made by employee 30 days in advance or as soon as practicable.	Made by employee in advance in a reasonable and practicable manner.	Wisconsin
Medical Certification May be Required By Employer to Support	Request for leave because of serious health condition. Employee's fitness to return to work from medical leave.	Similar Provision No Specific Provision	Comparable Wisconsin
Executive, Administrative and Professional Employees	Salaried executive, administrative and professional employees of covered employers, who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulation 29 CFR part 541, do not lose their FLSA-exempt Status by using any unpaid FMLA leave. This special exception to the "salary basis" requirement extends only to "eligible" employees use of leave required by FMLA	Unpaid leave would not result in loss of exempt status under State minimum wage and overtime law.	Comparable

TBD

I. Teacher Classroom Disclosure

Rationale

Notice is essential to due process. When evaluating a student, it is important for the teacher to have provided adequate notice to parents and students of the progress of a student. Failure to have done so may result in a challenge on behalf of the student.

To facilitate notice and to promote student accountability, the teacher will provide a classroom disclosure statement to the student which must be signed by the student and parent at the beginning of the school year. While this disclosure statement does not necessarily address all legal and ethical issues relative to notice and due process, it does serve as an excellent tool to establish rules and procedures.

The following are the essential elements of a disclosure statement. While the format may change from subject to subject and teacher to teacher, the elements remain he same. A disclosure for each course you teach should be available in BYOC (Build Your Own Curriculum) by the end of the second week of the course.

Essential Elements

A. Welcome and Overview

Be inviting and welcoming at the outset. The disclosure should be one of the initial elements that establish the tenor and atmosphere of your classroom. Highlight in broad strokes what is to be covered and what the student will gain from being in your classroom. Remember that this may be your first contact with the parent; make a good impression.

B. Materials Required

List the materials required for your class. This may be a list of items generally used or may be a list of what is needed for class each day. A rationale for the items would be useful to parents.

C. Grading Procedures

Grading includes criteria and methodology. The school grade distribution would be useful to identify. If you weight grades, provide the weighting in the various areas. If certain activities are done on a regular basis, include this information. The more the student and parent know about how you will assess progress, the fewer surprises later in the year.

D. Final Exam Explanation and Percentage (Grades 9-12 only)

Include an explanation and percentage of grade for final exams, which cannot be more than 10% of grade.

E. Make-up/Remediation Procedures

If you provide for the ability to make up work (remediation,) identify the process and student obligations. If you do not, include a rationale as to why.

F. Classroom Rules & Consequences

Include a statement about the atmosphere you are trying to create in your classroom. Then list the essential rules for your class. This should be brief (3-6 items) and clear. Address electronic devices. Include the consequences for misbehavior as well as correct behavior. Balance reinforcement for both the negative and positive.

G. Reference the Pirate Code

Follow the Pirate Code: Be Respectful, Be Responsible, Be Ready to Learn!

H. Signature and Return

Include a signature section on the bottom where both the student and parent can sign and return the acknowledgement to you. The parent and student should keep the disclosure as a reference tools. Keep signature slips on file throughout the year/semester. When issues arise regarding notice, the signature slip can serve as proof of notice.

TBD	
Appendix to Cochrane-Fountain City School District Employee Handbook	A 15

J. Support Staff/Bus Route Wage Schedules

K. Bus Driver Duties & Responsibilities

BEFORE BEGINNING YOUR ROUTE

Conduct the pre-trip procedures as follows:

EXTERIOR CHECK

- ✓ Check your engine oil and coolant level
- ✓ Check for engine leaks
- ✓ Check your belts & hoses
- ✓ Start your bus
- ✓ Check all your gauges
- ✓ Check transmission fluid (while bus is idling)
- ✓ Turn on headlights low beam
- ✓ Turn on yellow hazards
- ✓ Activate warning-light system
- ✓ Turn on clearance lights
- ✓ Step out of bus and follow counter-clockwise pattern, checking above mentioned for operation as well as looking at exterior of bus for any damage (broken windows, dents, tires, etc.). Also check for fluid leaks and loose exhaust.
- ✓ Upon returning to front door of the bus, enter and brighten headlights. Turn off warning light system, clearance lights, and yellow hazards.
- ✓ Leave the bus and make a circle again checking headlights. Finally, double check for damage to exterior of the bus.

INTERIOR CHECK

- ✓ Turn on all interior lights and fans
- ✓ Walk to the back of the bus looking for damaged seat backs and cushions
- ✓ After arriving at the back, open the emergency door to ensure proper operation
- ✓ Remove 'EMPTY' sign from the rear window
- ✓ On walk to the front, check heater fans, make sure seat frames are tight to floor, and pick up any loose paper
- ✓ After getting back into the driver's seat, check your brakes, parking brake, and seat belt
- ✓ Check your windshield wipers for proper working order & your windshield for cracks or chips
- ✓ Check your steering play and horn.
- ✓ Warm engine for 10 minutes.
- A minimum of a 10-minute engine warm up is required before starting the route/trip. Additionally, a 5-minute engine cool down should be completed at the end of the route/trip.
- Check the bus radio. The check is made by calling the transportation supervisor with your route number and "check" over the radio i.e. "Route 11 Radio Check". Do not take the bus from the parking lot or home unless the bus is equipped with a radio. Radios are for business use only.
- When you have finished your pre-trip and if there is still time before your departure, please turn off your lights, flashers, etc. to help save on the battery. In warm weather days, do not let your bus idle for more than 5 minutes. On cold weather days, do not run all your heaters and defrosters on high speed in yard and do not let your bus idle for more than 15 minutes. The bus will not warm up until you go down the road.
- If during the pre-trip inspection you discover a problem, certain procedures are to be followed. If the problem is minor (i.e. a torn seat), simply complete a "Daily Inspection Report" and turn in to the transportation office. These forms are located in the forms slots in the garage area. If the problem is major (i.e. warning light system or other safety feature not working), report it to the transportation manager immediately! If repairs cannot be done immediately, you will be assigned a different bus. Please state the exact problem to the best of your ability including the bus number, mileage on bus, date and your name.

ON THE ROUTE

- All drivers will radio check at their first stop/pickup (i.e. "Route 1-1st stop/pickup").
- Each route driver has a specific route which is set up at the beginning of each school year. Your route states when to be at a certain location, at a certain time for your first pick up. Times are to be kept exactly, especially in the winter, or in inclement weather, when the children are waiting outside for a period of time. Deviations from the route may only be made by the Transportation Director.

STUDENT PICK-UP

- Make sure that all students are counted before entering and leaving the bus.
- Check traffic in both directions.
- Activate the red flashing warning lights.
- Stop the bus in the middle of the right-hand lane.
- Put the transmission in neutral.
- Open the door to activate the stop arm only after coming to a complete stop.
- Children must stay back 3 large steps until the bus stops and the door opens.
- Children are to be in single file, ready to load when the bus arrives.
- Check all mirrors and resume route.

DROP-OFF /UNLOADING CHILDREN FROM THE BUS

- Children must stay seated until the bus comes to a complete stop.
- Activate red lights and stop arm.
- Children should move in an orderly fashion to the door.
- Children should move immediately away from the bus when getting off.
- Children must wait until the bus leaves before they cross the street.
- Children must walk directly across the street when the driver signals, if applicable.
- Bus may not move until the driver is certain that all passengers are clear of the bus.
- Drop students only in approved drop zones.
- Do not back up in an unloading zone.
- When dropping off students at designated drop spots, make sure the students do not stop at the mailbox. If they wish to get the mail, explain that they may after they first go to the far shoulder off the lane of traffic and to wait for the bus to pull away from the stop.

GENERAL RULES OF THE ROAD

- ALL busses stop at railroad crossings, using the hazard lights with or without passengers. Activate the hazard lights at least 100 ft before the tracks and stop at least 15 feet before the crossing. Open the door and driver's window, listening and looking for trains in both directions. Cross the tracks, leaving the door open and leaving the bus in the lowest possible gear to avoid shifting of gears. After crossing tracks, shut the service door and turn off the hazard lights.
- Any time you do not have a full bus the last two seats of the school bus should be empty.
- Do not turn on interior lights when the bus is in motion.
- The strobe light is required by law in foul weather (fog, snow, rain, etc.) for all school sponsored events (routes, sport, and field trips).
- When avoidable, NO school bus shall pass another school bus in a school yard or on the road or while loading or unloading.
- You are obligated to observe all posted speed limits. Citations are your responsibility and may be cause for dismissal.
- Drivers must stay in the bus once they have left for their route including when waiting for passengers.
- Bus passengers may not bring animals, guns, knives, large instruments, gasoline cans, or other objects considered large and /or dangerous on a school bus. Permissible items must be held in the student's lap.

- Aisles or emergency doors may not be blocked. Items cannot occupy seat space.
- A driver shall not take a school bus down a road which will create potential danger to passengers (i.e. a flooded road, a road definitely impassable from snow or ice).
- At no time is the bus to be operated with the door open (except when crossing railroad tracks).
- Inappropriate behavior needs to be reported correctly. If the school has suspended a student he/she will not be allowed on the bus, and you will be notified of said action. For disciplinary incidents involving students a driver must fill out an Office Discipline Referral Form to be turned in to the administration so appropriate records are kept.

POST-ROUTE ACTIVITIES

After your route, the following areas are to be checked or items completed before you park the bus in its designated spot.

- Shut off all electrical equipment (i.e. radios and switches)
- A 5-minute cool down of the engine should be completed
- Check seats for cuts, etc.
- Inspect inside windshield and dash for cleanliness
- Clean outside of windshield
- Check exterior of bus
- Shut windows and emergency roof hatches
- Place "EMPTY" sign in the rear window
- Fuel route buses: as needed/on last day of month/as directed by management.
- Route buses are never to be parked with less than ½ tank of fuel.

After you finish your post trip inspection, you must attach the "EMPTY" bus sign in the rear of the bus in the driver's side back window. This process must be completed each time you leave your bus unattended or are relieved of duty.

When doing your pre-trip inspection, after you have completed your inside bus inspection, remove the "EMPTY" bus sign from the rear of the bus and keep it in the driver's area.

RADIO OPERATION

The radio installed in your bus is a private line, 2-way radio system operated by the Cochrane-Fountain City School District as licensed by the Federal Communication Commission. Only school employees are to operate district radios.

- Only official business will be conducted on the radio. No excessive communications.
- C.B. "jargon" is not permitted, clear concise language serves the best purpose.
- Drivers are to keep radios on and monitored at all times. Volume should be at a level that you can hear at all times. Radio volume should be turned up whenever a bus is in use.
- Drivers will not use radios to issue discipline complaints unless the issue calls for immediate assistance. If discipline issues arise, report them to the Transportation Manager and fill out a "Discipline Report Form" when you have completed your route. Do not call in student names over the radio. Complete a report for EACH incident.
- The following "TEN" signals are the only ones to be used while talking on the radio:
 - o 10-4 Acknowledge
 - o 10-8 In Service
 - o 10-9 Repeat
 - o 10-20 Location
 - o 10-36 Time Check

STEPS TO TAKE IF IN AN ACCIDENT

The best time to get much of your information about the other vehicle, driver, and condition around the accident is at the time and scene of the accident. Use the accident information packet located in the first aid kit of the bus. If a police officer has been called to the scene of the accident, make sure to get his name, address, or badge number.

- Stop Immediately
- Remain Calm
- Protect the scene by activating the hazard lights and setting out the Warning Triangles
- Although it is best not to move a vehicle that has been involved in an accident, it

should be moved if there is a possibility of another accident due to its location.

- Get Assistance by radioing the office
- Give first aid if needed using the first aid kit and /or body fluid clean up kit
- If possible, photograph the scene of the accident and the vehicles involved
- Do not make any statements to anyone or sign anything. Do not accept responsibility.
- Provide police with the following.
 - o The name and telephone number of all your passengers.
 - o Your name, address, and driver's license number.
 - Vehicle Registration & Insurance card located on the header (above the windshield) or in the first aid kit of the bus
- All accidents must immediately be reported to the Transportation Manager.
- The incident MUST be documented.
- In an emergency, you could be incapacitated and not able to direct the emergency evacuation. Pupils would have to evacuate on their own. Evacuations drills will be scheduled by the Transportation Director.

FIELD TRIPS

All regular procedures apply to field trips. Drivers must remain at the location the entire time (i.e. if you have taken a 9th grade basketball team to Arcadia you will remain at Arcadia until the team is done and ready to board the bus again). If you are on an all day event (softball tournament, field trip at the capital etc.) bring your lunch or eat at the event.

DEPARTMENT OF TRANSPORTATION (DOT) DRIVER REQUIREMENTS

- All bus drivers are responsible for knowing, understanding and following the information in Board Policy 523.11 and
 its associated Exhibits, including, but not limited to, the Alcohol and Controlled Substances Rules and Testing
 Program for Commercial Drivers' License (CDL) Drivers handout.
- Before any driver will be allowed to drive on trips or routes, he/she must fulfill all requirements set by the Federal Motor or Carrier Safety Regulations Pocketbook (section 391)
- Cochrane-Fountain City School District requires that each driver comply with the Commercial Motor Vehicle Safety Act of 1986.
- All drivers will be held responsible for renewing their required CDL license when necessary. The Transportation Manager will assist in arranging an appointment for you if needed.
- All bus drivers are required to have a DOT Physical.
- The use of alcoholic beverages by a driver on the day they drive bus is FORBIDDEN. All drivers must be completely free of any alcohol (BAC) in their bloodstream. Drivers will be subject to random testing for both alcohol and drugs.
- If you are in need of information or an emergency arises, please use the following contacts.

School Bus Garage (608) 687-4391, ext 139

Main Office (608) 687-4391

STUDENT DISCIPLINE

Riding district operated busses is a privilege and students may be suspended from riding the bus if they break a state law or if they violate a school district policy. The bus driver is in charge of the bus and responsible for enforcing conduct rules on the bus, including those contained in the Student-Parent Handbook.

At the beginning of the school year (and as often as needed) make it clear that all students follow the rules and then do your best to maintain those rules. If a verbal warning is issued, the driver should record the student's name and report the incident to the office after the completion of the route using the appropriate Office Discipline Referral Form. If verbal redirections or seat assignments do not work during the immediate crisis, safely pull the bus over to the side of the road and wait the situation out. If the driver is unable to control a passenger so that you can safely continue their route, radio the office to inform the appropriate personnel.

Students are NOT to be touched by the driver unless the safety of the student or others is at stake. At no time may you inform a passenger of suspension from the bus or refuse to allow a student to ride unless you have been instructed to do so by the School District or the Transportation Director. Any seat assignments given by you should be shared with the Transportation Director

BUS RULES and GUIDELINES

Safe transportation of school students is a joint responsibility. Bus drivers, school authorities, parents, and students must all cooperate in order to assure safe, comfortable transportation. These regulations are to be used as a guide in determining proper operation and behavior on the school buses.

- Students who ride to school on the bus must ride home on the bus unless permission is given by the parents in writing or by a personal phone call
 to the building offices. A student who rides to any school sponsored activity must ride home on the bus unless permission is given by the parents
 to do otherwise.
- Upon entering the school bus, students will immediately find their seats. They will remain in their seats. No one will be standing while the bus is moving.
- 3. Two students in a seat must make room for a third then necessary.
- 4. The last row of seats shall be used only when necessary according to capacity.
- 5. Use decent language. Loud boisterous talking or laughing which distracts the driver is prohibited.
- 6. No snow or water shall be intentionally brought onto the bus.
- 7. Every student will get on and off at the bus stop assigned unless he/she has a bus pass to do otherwise.
- 8. No fighting, scuffling, pushing, tripping, or teasing shall be permitted on the bus.
- Nothing shall be thrown or otherwise propelled on the bus or through the windows.
- 10. Do not stand or extend your head, arms, or hands out of the bus window. Do not move about or leave or enter the bus while it is in motion.
- 11. There is to be no littering on the bus and in the event that eating causes littering, the driver will suspend the eating privilege.
- 12. No student shall open the emergency door without being directed to do so by the driver except in an emergency in which the driver is unable to do so.
- Knives, sharp objects, weapons, alcohol, tobacco, or other illegal substances are prohibited on school buses.
- 14. Unreasonable conduct or any action that could endanger safe busing is not tolerated.
- 15. Any students suspected of being under the influence or in possession of alcohol, drugs, or tobacco, or any illegal substance will be reported by the bus driver to the principal and the appropriate authorities will be notified.
- 16. Students will be held responsible for any damages that they may do to any school bus.
- 17. Refusal to obey these listed rules or any order given by the bus driver shall be sufficient cause for disciplinary measures to be taken (see below).

DISCIPLINE FOR BUS MISBEHAVIOR

- 1. Minor behavior problems will be handled at the discretion of the bus driver. Each driver will maintain a behavior record of these offenses.
- 2. Unresolved offenses or offenses of a more serious nature will result in the driver submitting a Discipline Report form to the principal. The principal will develop a behavior record. The principal will notify the parent of the offense(s) in writing. The principal may call to give preliminary notice of the impending letter. (Optional).
- 3. Continuous unresolved offenses or offenses of a serious nature will result in one of the following:
 - a. Suspension of bus riding privileges for a specific period of time.
 - b. Conditional busing established at a conference with consequences for any continuing misconduct
 - determined by the principal and conveyed to all parties.
 - c. Expulsion from riding the bus.

Serious offenses may include, but are not limited to, disrespect or disobedience of the driver, damage to the bus, use or possession of an illegal substance, physical violence, vulgar language, harassment, and endangering self or others.

PARENT RESPONSIBILITY

- 1. Read and discuss the bus rules and procedures with your children.
- Encourage appropriate bus behavior.
- Accept liability for damage done to buses by children under your legal guardianship.
- Provide alternative transportation to and from school for your child if he loses riding privileges.

STUDENT RESPONSIBILITY

- Read and discuss bus rules and procedures with your parents.
- Cooperate with your driver to ensure a safe, pleasant, anxiety-free ride for all students.
- Comply with all rules and procedures and obey your driver promptly and courteously.

PROCEDURE FOR PARENT/STUDENT TO FOLLOW TO RESOLVE BUS PROBLEMS

- The student tries to resolve the problem on his own using positive actions.
- The student discusses the problem with the bus driver.
- The student discusses the problem with his parents, who may contact the driver to discuss the problem.
- The student or parent contacts the Assistant Principal or Transportation Supervisor to discuss the problem.
- Parent contacts the Principal to discuss the problem.
- Parent contacts the Superintendent to discuss the problem.
- Parent contacts the School Board president regarding the problem.

L. Substitute Teacher Duties & Responsibilities

The following is an outline of the general duties and procedures for substitute teachers.

- A. <u>Information Provided:</u> A copy of this Handbook, seating charts, class schedule and lesson plans for all classes to be taught shall be made available to the substitute. School Board policies are available on the school website at www.cfc.k12.wi.us.
- B. General Daily Responsibilities:
 - 1. Check in with the Main Office and sign your substitute teaching slip. The Main Office opens at 7:30 a.m. and closes at 4:00 p.m.
 - 2. Collect your room key, attendance slip (if subbing for grades 7-12) and any sub plans left with the office.
 - 3. Refer to the teacher's "Substitute Folder" for class rosters/seating charts.
 - 4. Take attendance using the procedures below. Please note that 4K-6 students are not to be in the building prior to 7:45 a.m., and those who arrive prior to that time must remain in the Commons area until 7:45 a.m.
 - a. <u>Grades 4K-6</u>: Take attendance by 8:30 a.m. Mark children absent using Infinite Campus Attendance or call the Main Office to report absent students. Students who arrive or leave after attendance is taken should have a permission slip from the Main Office. If they do not, please send them to the Main Office to get one.
 - b. Grades 7-12: Take attendance each class period at the beginning of the period. Mark students absent using Infinite Campus Attendance or call the Main Office to report students who are absent <u>first period</u>.
 Students who arrive after attendance is taken should have a pass from another staff member or an admit slip from the Main Office. If they do not, send them to the Main Office.
 - 5. Pledge of Allegiance: The C-FC School District shall offer the Pledge of Allegiance at the beginning of each school day. No student shall be compelled, against his/her objections or those of his/her parents or guardians, to recite the pledge.
 - 6. Follow the regular teacher's instructions.
 - 7. Follow/enforce the class rules and board policies, including, but not limited to, the following:
 - a. Student electronic device usage: Per School Board Rule 443.5, Personal electronic devices may be used before and after school, between 7-12 classes and during 7-12 lunch, but at no time should the volume be offensive to others. Cell phones and electronic devices may be kept in lockers, backpacks, pockets and purses but must be TURNED OFF during class and not be visible to others, per Wis. Stat. § 118.258. Cell phones may never be on or used in a locker room or restroom. Cell phones and personal electronic devices are not to be used in classrooms without teacher approval. During 7-12 lunch, personal electronic devices may be used in the common area but must be turned off prior to the student entering the classroom following lunch. Students may not use headphones/earbuds during passing time.
 - b. <u>Dismissal from class</u>: The substitute teacher dismisses students from class, not the bell. When dismissing students from class, the substitute teacher should open the classroom door and remain at the door until the bell rings for the next period.
 - c. <u>Passes</u>: Passes may not be issued to any unsupervised area. Students going to an area other than the library must have a pre-signed pass from the teacher they wish to see. Students going to another classroom on a pre-signed pass must remain there until the period ends.
 - d. Security: Close and lock your classroom door when leaving the classroom for any reason.
 - e. <u>Student Illness</u>: If a student becomes ill in your class, fill out a pass to the nurse for the student or call for assistance so that proper supervision may be given to both the student who was ill and the remaining students in the classroom. If the nurse confines the student to the nurse's office, the nurse will notify the Main Office. If the student is to be sent home, the nurse will notify the Main Office and the student will be given a permit to leave the building.
 - f. <u>Volunteers</u>: Teachers often have volunteers help in the classroom. Be welcoming and courteous to volunteers.
 - 8. Follow the school class schedules.
 - 9. Close and lock all windows and doors and turn off all lights at the end of the day.

- 10. Return key (and attendance slip) to Main Office before you leave for the day.
- C. <u>Emergency Procedures</u>: Substitute teachers are expected to become familiar with emergency procedures for the building and to ensure that students cooperate with drills.
 - a. <u>Fire Drills</u>: State law requires schools to conduct monthly fire drills while school is in session. The fire warning is a continuous blast sound. Posters are hung in each classroom indicating the route to leave the building. Substitute teachers must direct their students to leave the room quickly and quietly and proceed in a single file line on the designated route through the designated exits. The substitute teacher must assemble with their students outside the building at the pre-assigned spot.
 - b. <u>Tornado Warning</u>: The tornado warning is a loud siren tone. Posters are hung in each classroom indicating the assigned area for occupants of that classroom in case of a tornado. Substitute teachers must direct their children to report to the designated area. Once in the designated area, the substitute teacher must instruct the children to sit on the floor with their back to the wall and hands on their head. If there is not enough time to report to the assigned area, substitute teachers should direct their students to an interior wall and assume the proper position. Students who are outdoors and unable to return to the building should be directed to huddle in a nearby ditch or low area and lay as flat to the ground as possible, using their hands to cover their heads.
- D. <u>Supervision</u>: Every substitute teacher is responsible for the supervision of the students assigned to his/her classroom as indicated by the class schedule. No student or group of students should be left unsupervised at any time. Leaving classes or groups of students unsupervised could constitute negligence. Call for assistance in times of need.
 - a. <u>Corridors/Hallways</u>: Please be stationed by the classroom door during passing periods where you can observe both the room and the corridors. While there, supervised the students' behaviors in the corridors. Forceful slamming of lockers, shouting, running, throwing paper, fighting, etc. are not to be tolerated. Please call the office to report any situations with which you require assistance.
 - b. <u>Assembly/Pep Fests</u>: All substitute teachers must attend programs and pep fests during the school day when their assigned classes are attending such programs. Substitute teachers must sit with the students and provide supervision. You are as much responsible for the supervision of students during the programs as if you had the same students in your class during that time.

E. Telephone Use:

- a. Personal Cell Phone: Limit your use of your personal phone when you are not with students.
- b. School Phone System:
 - i. Long Distance: No personal long distance phone calls may be billed to the school
 - ii. <u>Internal School Extensions</u>: To access internal school extensions, pick up the receiver and dial the 3-digit extension corresponding to the individual you wish to reach
 - iii. <u>Local Calls:</u> For local calls, pick up the receiver, press '9' to access an outside line and dial the 7-digit phone number (no area code).

M. Co- and Extra-Cu	rricular Pay Schedule	
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N. Advisor/Coach Role

Philosophy

Cochrane-Fountain City School District believes that its co- and extra-curricular activities should provide a learning experience of the activity that will enhance the classroom teaching and other learning activities. Advisors and coaches should be teachers of the activity rather than participant selectors of the activity.

Advisors and coaches shall be responsible in the planning and direction of the activity, including maintaining their proper role with constituent groups, as follows:

- I. Students The coach/advisor should:
 - ° Supervise membership, elections, and all activity events
 - ° Plan and organize practice sessions, meetings, dances, fundraisers
 - ° Review Code of Conduct rules and penalties
 - ° Consult and counsel individual participants
 - [°] Evaluate the progress of individuals and groups
- II. Staff The coach/advisor should:
 - ° Interpret goals and objectives of the activity and/or staff
 - ° Keep staff informed of the activities, projects and programs and foresee and help resolve possible conflicts
 - ° Enlist interest and support of staff members
 - ° Share staff members' opinions and ideas with activity members
- III. Administration/Board of Education The coach/advisor should:
 - ° Implement school board policies, administrative rules and regulations
 - ° Prepare and administer budgets
 - ° Make timely recommendations regarding the improvement of co-and extra-curricular programs and activities
 - Maintain flow of relevant information and schedule activities with the calendar administrator
 - ° Seek reasonable level of administrative involvement
- IV. Community organizations, booster clubs and support groups The coach/advisor should:
 - Be aware of community needs and expectations
 - ° Communicate goals, objectives, policies, codes of conduct, calendars, etc., to appropriate groups and individuals
 - ° Serve as liaison to booster clubs and support groups
- V. Parents The coach/advisor should inform parents of:
 - ° Philosophy of activities
 - ° Dates of activities
 - ° Times of practices
 - ° Procedures for injuries
 - ^o Behavior expectations
 - ° Advisors' expectations
- V. Personal and Professional Development The coach/advisor should:
 - ° Keep up to date with new developments associated with the activity
 - ° Join local, state, and national organizations associated with the activity
 - ° Participate in local, state and national organizations associated with the activity

O. Advisor/Coach Duties & Expectations

Activity/Sport Disclosures

All co-/extra curricular advisors and coaches must have participants in their activity/sport sign a disclosure at the beginning of each sport season. The purpose of the disclosure is to clearly communicate activity/sport expectations to parents and students/athletes. The disclosure should review the guidelines for your activity/sport, your expectations and your group/team rules. A copy of this disclosure is to be submitted to the principal and to the Activities office at the beginning of the school year/sport season.

Athletic Injuries/Concussions

- A participant in a recreational activity that may include physical contact between persons in a sport involving amateur teams, including high school leagues, may be liable for an injury inflicted on another participant during and as a part of that sport in a tort action only if the participant who caused the injury acted recklessly with intent to cause injury.
- The school does not provide injury/accident insurance for the students. It is the parent's responsibility to see to it that their athlete is covered with accident insurance.
- Each coach shall pick up and keep on hand a supply of the Athletic Injury Notice forms available from the Activities Office or print a supply from the All Staff network folder. The form should be turned in for every injury that occurs, even if the student does not see a doctor. The form should be turned in on the day of the injury or on the day after the injury occurs (if on a Friday, Monday). Please be specific in filling out the form. All injuries must be reported to the Activities Office for record keeping. Please stress this to the students.
- Please use the following procedure in handling injuries involving ambulance or physician (hospital) services:
 - The athlete or participant, if capable, or the parent, if available, should choose the doctor or hospital they wish. If no preference is made or if an extreme emergency exists, arrange to have the student taken to the emergency room of the nearest hospital.
 - O Scenic Valley Ambulance will be on hand at some events or if needed call 911.
 - o If no specific doctor has been requested, inform the ambulance driver to call the doctor that is on call at the hospital to attend the athlete upon arrival.
 - o Notify the parents of the student involved if they are not present.
 - o Be sure to report any injury involving a doctor, ambulance, or hospital to the office the very next day

Athletic Trainer

The school provides for an athletic trainer for all varsity football games and wrestling meets. The trainer will also visit the school on Monday and Thursday. If you have an athlete who needs to see the trainer, notify the Activities Office. You will be informed when the trainer is present and ready to see athletes.

Practices/Meetings

- An advisor/coach must be present at all practices/activities to provide supervision.
- Advisors/coaches should be the first to arrive and the last to leave.
- Coaches are encouraged to complete athletic practices by 5:30 p.m. each evening. Students are requested to have rides at school by practice completion.
- Sunday activities are discouraged. Any Sunday activities or practices must be approved in advance by the Activities Director and the principal.
- In the event school is called off and students are sent home because of weather or an emergency, all activities WILL BE SUSPENDED.
- All absences (other than those pre-arranged or excused by the office) will disqualify a student from participation in practice, competition or activities on that day. Illness will always disqualify the student from practice and/or competition on that day. A student must be in attendance the FULL day unless excused by the office to be eligible for practice/competition. All student absences are kept current on the list on the counter in the main office. Check the list prior to practice or competition to ensure that participants who are absent during the day are not attending practices/competitions/ activities.

- Any student who is suspended may not practice or participate or attend any school events on that day.
- Any student on detention cannot attend practice or an activity on that day.
- Advisors/coaches are to be sure all the participants in their program have left the premises prior to the advisor/coach leaving.
- Advisors/coaches are to be sure the building doors are closed and locked before leaving following n activity, practice or contest.

Reimbursement for State and National Competition Expenses

- At least one week prior to competition in a state or national activity, the advisor/coach is to submit to the activities director a written request for attendance at the activity which shall include an itemized list of anticipated expenses for lodging, transportation, and meals.
- Reimbursement of expenses for national competition will be allowed after qualifying through state competition. Reimbursement for expenses at nationals for graduates will only be paid through the national competition following graduation. For team events, reimbursement for expenses is limited to those who are members of the competing team.
- Meals: The district will provide for coaches/advisors and competitors meal expenses as follows: breakfast/\$7.00; lunch/\$7.00; dinner/\$9.00. The administration will make the determination as to the number of meals necessary for the activity.

Requirements for State WIAA Tournament Attendance

- A coach and first assistant will be asked to attend a state athletic tournament when a C-FC team or individual qualifies for competition at the state level. In such a case, transportation and lodging will be arranged by the Activities Director and meal reimbursement will be as per policy.
- Any C-FC student or team who qualifies in WIAA sectional competition to compete at a state tournament may so compete. Arrangements for necessary meals and lodging will be arranged by the Activities Director for either a motel/hotel room under the direct supervision of C-FC faculty member or in WIAA housing. Lodging and transportation will be provided by the C-FC school district. The head and first assistant coach or other faculty members chosen by the administration will attend the tournament and serve as chaperones.

Travel to and From Activities/Athletic Events

- Every participant must ride to and from activities using school provided transportation unless the participant gives a written note from his/her parent/guardian to the Activities director or principal or coach/advisor to ride home with his or her parent/guardian. In lieu of a written note, the parent/guardian may also sign the student/athlete out on a form provided by the coach/advisor. Unusual circumstances must be cleared with the athletic/activity director by the end of the school day prior to the activity.
- All advisors and coaches must follow this rule. The Activities Director/principal will notify the advisor/coach if special accommodations are being made. If there is no such notification, then only parents may take their own child(ren) home with proper notification to the advisor/coach.

P. Coaches' Pre-Season Checklist

Please compl	ete the following items prior to/during the season:
COACH NA	ME
SPORT	
	Pre-Season Meeting with Athletes/Parents (give date/time to Activities office)
	Disclosure (submit copy of rules disclosure to Activities office)
	Rules Meeting Video (inform Activities office when you have completed viewing the on-line rules meeting)
	Rules Test (required of all coaches in all sports)
	Eligibility Check (Submit list of students BY GRADE intending to participate in the sport to the Activities office for eligibility determination prior to or on the first day of practice.
	Collect and submit to Activities office student forms/fees (Athletes needing these forms in order to participate are noted on the Eligibility list.)
	Roster (list of athletes with their uniform numbers, etc., to Activities office for program use)
	Review the Coach/Advisor Section of the this Handbook for complete rules
	Review WIAA's information for your sport
During the se	eason,
	Keep roster up-to-date with the Activities office.
	Notify the Activities office of any athlete injuries.
	Check student attendance (main office) daily.

Q. Coaches' End-Of-Season Checklist

"WIAA and C-FC require reports throughout the year for which information is necessary from the coaches. The season is considered complete and coaches will be paid when the items listed below have been completed."

COACH(ES) NAME(S)		
SPORT		
WIAA Participation Form (Form in Co-Curricular folder and Online)		
WIAA Officials Rating Sheet (Online submission at http://refranking.com)		
Player Award List (Form in Co-Curricular folder and Online)		
Inventory (Form in Co-Curricular folder and Online)		
List of missing or damaged equipment fees		
Activity Office: Completion Date		
Keys and/or Credit Cards returned to District Office		
Changes Proposed by Coaching Staff		
Activities Director Signature Date		