



Employee Handbook

*Adopted: ***Insert Date that CFC Board Adopts Handbook****

*****DELETE PAGE PRIOR TO ADOPTION*****

ABOUT THE WISCONSIN ASSOCIATION OF SCHOOL BOARDS *EMPLOYEE HANDBOOK*

The Wisconsin Association of School Boards (WASB) has prepared the *Employee Handbook* as a reference document for the Cochrane-Fountain City School District. As a reference document, this *Draft Employee Handbook* may be used in full or in part to develop a final version of the District's *Employee Handbook*.

The purpose of the *Employee Handbook* is to inform employees about District expectations and policies, provide legal protection for the District, notify employees of their legal rights, serve as a reference guide on important terms and conditions of employment, and clarify questions that an employee may have about his/her working relationship with the District.

Please note that the terms of the *Employee Handbook* cannot contravene terms in a collective bargaining agreement, individual contract, or the law.

All cited references are to sections of the Wisconsin Statutes as amended to date. The references also may be found in WASB's *Updated Wisconsin School Laws*.

The WASB *Employee Handbook* is designed to provide general information and commentary as a service to members. It should not be relied upon as legal advice. If legal advice is required, please contact the WASB staff counsels at 1-877-705-4422 or the District's legal counsel.

***EMPLOYEE HANDBOOK* LEGEND AND EXPLANATORY NOTE ON INTERACTION OF:**

- **No Highlighting:** Provisions without highlighting indicate that the *Employee Handbook* does not contain additional optional language choices.
- **Yellow:** Provisions highlighted in yellow indicate that they are optional and perhaps not appropriate for all school districts.
- **Blue & Grey:** Provisions highlighted in either blue or grey indicate that the section contains a choice between multiple options the board may consider and adopt.
- **Green:** Provisions highlighted in green indicate that either the WASB provided additional notes, guidance and/or commentary on that item or you are required to insert additional information, insert references to board policies or take some other action with respect to that item.
- **Red:** Provisions highlighted in red indicate that WASB has provided links to additional resources on the topic. These should be retained in the District copy but removed by the District before distributing the *Handbook* to its employees.

Editor's Note: Please note that the board should remove all the highlighted notes, comments and unused optional language prior to adopting the final document for use within the District.

Draft Created by:

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Employee Acknowledgment

(To be signed and returned to the employee's supervisor.)

[Editor's Note: Choose your process for receipt, e.g. delivery to principal, Director of Human Resources, Business Manager or District Administrator.]

I hereby acknowledge that it is my responsibility to access the *Cochrane-Fountain City Employee Handbook* online. My signature below indicates that I agree to read the *Handbook* and abide by the standards, policies, and procedures defined or referenced in 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 and Procedures. The *Employee Handbook* and the Board Policies and Procedures can be located throughout the District in the main office of each school building, in various supervisors' offices, and on the District's website.

The information in this *Handbook* is subject to change. I understand that changes in District policies and procedures 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). 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.

All teachers are required to review and become familiar with the information printed in this Staff Operations & Procedures Manual, as well as the Student-Parent Manual, Substitute Teacher Manual, Volunteer Manual and Employee Manual.

All support staff are required to review and become familiar with the information printed in this Staff Operations & Procedures Manual, as well as the Employee Manual

All staff will be required to sign and return the Manual Acknowledgement Form located on the last page of this manual. Additional copies can be obtained from the Main Office.

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.)

Editor's Note: Insert the district's pupil non-discrimination statement, employee reporting requirements, and complaint procedure. Also note that school districts receiving Federal financial assistance must designate at least one employee to coordinate their efforts to comply with and carry out their responsibilities under Title IX of the Education Amendments of 1972 (Title IX), which prohibits sex discrimination in education programs and activities. These designated employees are generally referred to as Title IX coordinators. This position may not be left vacant; a district must have at least one person designated and actually serving as the Title IX coordinator at all times. When designating a Title IX coordinator, you should be careful to avoid designating an employee whose other job responsibilities may create a conflict of interest. For example, designating a school board member, general counsel, dean of students, superintendent, principal, or athletics director as the Title IX coordinator may pose a conflict of interest. Due to this fact, for student complaints the district may wish to appoint a Director of Pupil Services, Director of Special Education, etc. Because this position must never be vacant, the district may even want to designate an alternative Title IX coordinator to serve in that role in the absence of the primary Title IX coordinator.

Pupil Non-Discrimination Statement & Complaint Procedure

The School District of Cochrane-Fountain City does not discriminate against pupils on the basis of sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability or handicap as contained in the American Disabilities Act.

Federal law prohibits discrimination in employment on the basis of age, race, color, national origin, sex, religion, or handicap as contained in the American Disabilities Act.

The district encourages informal resolution of complaints under this policy. If any person believes that the C-FC School District or any part of the school organization has failed to follow the law and rules of s.118.13, Wisconsin Stats, and PI 9, Wis. Admin. Code, or in some way discriminates against pupils on the basis listed above, he/she may bring or send a complaint to District Administrator, C-FC Schools, S2770 STH 35, Fountain City, WI 54629, 608-687-7771.

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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 every-changing world.

Insert District Vision Statement (if applicable)

District Contact Information

NOTE: All phone numbers have a _____ prefix

Accidents [Insert District Contact #]

Certification/Testing: [Insert District Contact #]

District Policies/Procedures [Insert District Contact #]

Emergency/Security [Insert District Contact #]

Employment/Interviews:

Admin./Professional [Insert District Contact #]

Teacher Paraprofessional [Insert District Contact #]

Non-contract – Maintenance/Ops. [Insert District Contact #]

Non-contract – Transportation [Insert District Contact #]

Non-contract – Food Service [Insert District Contact #]

Co-Curricular [Insert District Contact #]

Exit Interview (Admin./Professional) [Insert District Contact #]

Facilities [Insert District Contact #]

Grievances:

Personnel [Insert District Contact #]

Insurance

Professional/Paraprofessional [Insert District Contact #]

Property and Casualty Losses [Insert District Contact #]

Non-Contract [Insert District Contact #]

Salary Reductions/Annuities [Insert District Contact #]

COBRA & FML [Insert District Contact #]

Worker's Compensation [Insert District Contact #]

Leave of Absence:

Professional Sick Leave (FML) [Insert District Contact #]

Professional Temporary Disability [Insert District Contact #]

Hourly Sick Leave (FML) [Insert District Contact #]

Hourly Temporary Disability [Insert District Contact #]

Bereavement [Insert District Contact #]

Professional/Military [Insert District Contact #]

Media/Communications: [Insert District Contact #]

Personnel File:

Professional [Insert District Contact #]

Non-Contract Hourly [Insert District Contact #]

Professional Development:

Professional [Insert District Contact #]

Paraprofessional [Insert District Contact #]

Hourly [Insert District Contact #]

Professional Library: [Insert District Contact #]

Resignations/Separations: [Insert District Contact #]

Contract – Professional [Insert District Contact #]

Paraprofessional/
Non-Contract Hourly [Insert District Contact #]

Co-Curricular [Insert District Contact #]

Salary/Contracts/Letters of Assignment:

Professional [Insert District Contact #]

Paraprofessional/
Non-Contract Hourly [Insert District Contact #]

Payroll [Insert District Contact #]

Substitute Office: [Insert District Contact #]

Transfer Procedures:

Professional [Insert District Contact #]

Paraprofessional/Non-
Contract [Insert District Contact #]

District Emergency Procedures

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

Automated calls will be placed to student and employee home phone numbers beginning at 6:00 a.m. or as soon as practicable using the District's Emergency Notification System (ENS) if conditions warrant the closing of schools. Staff may also be notified by the District's email service.

C-FC will implement Infinite Campus Messenger with Voice to send out messages regarding attendance and/or possible school delays or closings.

Local television and radio stations will also be notified by 6:00 a.m. or as soon as practicable. Please check the following if you do not receive a phone call or an email.

Television: Channels

Radio Stations:

Call Letters and numbers:

Information is also posted on the District website at:

www.cfc.k12.wi.us

Employees are encouraged to monitor these TV and radio stations.

Security

In case of an emergency call: **[Insert number]**

Note: Insert

District Map and School Locations

Note: Insert

District Building Office Numbers

Note: Insert

District Organizational Chart

Note: Insert

District Academic Calendar

School Calendar: All aspects of the school calendar, including pupil contact days, work days, in-services, holidays, early-release days, etc., shall be determined by the Board in its sole discretion.

Sample Notice of Nondiscrimination

The following sample notice of nondiscrimination meets the minimum requirements of the regulations enforced by OCR:

The **[insert name]** School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.¹ The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name and/or Title
Address
Telephone No.

Name and/or Title²
Address
Telephone No.

For further information on notice of nondiscrimination, visit <http://wdcrobcop01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area, or call 1-800-421-3481.

.....
¹Only public elementary or secondary schools or local or state educational agencies that receive funds made available through the Department of Education should include the words “and provides equal access to the Boy Scouts and other designated youth groups.”

²For use when more than one official has been designated to coordinate civil rights compliance.

Complaint Procedure

[Insert your complaint procedure here]



*Part I –
Provisions
Applicable to All Staff*

SECTION 1. PREAMBLE AND DEFINITIONS

1.01 About this Handbook

- A. Employees Covered: This *Handbook* is provided as a reference document for the **[insert school district name]** School District's (hereinafter referred to as "District") **[insert employee group]** employees.
- B. Disclaimer: The contents of this *Handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this *Handbook* is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a 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 pertinent section of this *Handbook* or individual contract.

[Editor's Note: Delete the highlighted text if Part III provides any form of job security protection to non-contracted staff.]

[Editor's Note: The language highlighted in yellow can be applicable only to staff that do not possess an individual contract.]

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

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

1.02 Definitions

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

2. Regular Part-time Employee: “Regular part-time employees” are defined as one who works a school year or more, but less than **[insert hours]** hours per week for a school year or more per year.
 3. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.
- E. Seasonal/Summer School Employees: “Seasonal employees” are those employees who are hired for a specific period usually related to the seasonal needs of the District. A “summer school employee” is defined as an employee who is hired to work for the District during the summer school session. “Summer school session” is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.
1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.
 2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
 3. Seasonal employees performing non-exempt duties shall be paid in accordance with the following hourly wage schedule:

First Summer of Employment	Second Summer of Employment	Third Summer of Employment	Fourth Summer of Employment	Fifth Summer of Employment
\$xx.xx per hour	\$xx.xx per hour	\$xx.xx per hour	\$xx.xx per hour	\$xx.xx per hour

- F. Substitute Employees: “Substitute Employees” are defined as non-exempt staff without individual contracts under section 118.21 or section 118.24, Wis. Stats., hired to replace a regular employee during the regular employee's leave of absence.
- G. Short Term Substitute: “Short term substitute” means a substitute employee employed pursuant to a contract under sections 118.21 or 118.24, Wis., Stats., for no more than 45 consecutive days in the same teaching assignment.
- H. Long Term Substitute: “Long term substitute” means a substitute employee employed pursuant to a contract under sections 118.21 or 118.24, Wis. Stats., for more than 45 consecutive days in the same teaching assignment.
- I. Supervisor: The District will identify the individual employee’s supervisor on the employee’s job description.
- J. Teachers: “Teachers” are defined as persons hired under a contract pursuant to section 118.21, Wis. Stats.
- K. Temporary Employees: “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.

[Editor’s Note: The following paragraphs provide districts with two options for the definition of a “termination” subject to the district’s statutory grievance procedure. Option A allows only those employees who are discharged to file a grievance and excludes statutory nonrenewals pursuant to section 118.22 and section 118.24, Wis. Stats., from the definition. Option B includes statutory nonrenewals pursuant to §118.22

and §118.24 that are for performance reasons. Although a district could argue that a nonrenewal is not a termination because the separation from employment is not immediate (i.e., the district is simply informing a teacher or administrator that it is going to let the existing contract expire at the end of its term), a recent Wisconsin Court of Appeals decision adopted the common dictionary meaning of “terminate,” which is to “[t]o discontinue the employment of; dismiss.” See, *Dodge County Professional Employees Local 1323-A v. Dodge County*, 2013AP535 (Wis. Ct. App. Dec. 5, 2013). Given the holding in this case, a court could hold that a nonrenewal constitutes a dismissal or termination subject to the statutory grievance procedure, especially if a district has adopted Option A in Part II, Section 1.01 Standard of Nonrenewal for Teachers in this handbook and the teacher is non-probationary or if a district has otherwise provided job security, such as just cause protection, for teacher or administrator nonrenewal pursuant to a handbook or individual contract provision. If a district adopts Option B below, it will need to modify the language in Part II, Section 1.01 and Part IV, Section 1.01 to reflect that teacher and administrator nonrenewals for performance-based reasons are subject to the district’s statutory grievance procedure.]

L. Termination:

***Option A:**

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

[Editor’s Note: If the district selects Option B, it should also adopt Option C in Part II, Section 1.01 – Standard for Nonrenewal so that the district does not have to prove that it had “cause” or “good and sufficient cause” to nonrenew a teacher’s contract before an impartial hearing officer pursuant to the district’s grievance procedure. In other words, the district should adopt a standard for the nonrenewal of teacher contracts, and Part II, Section 1.01, Option C establishes an “arbitrary and capricious” standard, which is much easier to prove than a “cause” standard.]

***Option B:**

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

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

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

4. The individual(s) filing the grievance must propose a specific remedy.
5. The issue and proposed remedy must be under the reasonable control of the District.

1.03 General Personnel Policies

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

[Editor's Note: You may also wish to insert a reference here to the series of policies covering personnel. Also insert link to policy series on personnel.]

SECTION 2. EMPLOYMENT LAW

[Editor's Note: The Employment of Minors could be exclusively set forth in Board policy since the Employment of Minors provision does not regulate the employment after hire.]

2.01 Employment of Minors

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

See "Additional Resources."

2.02 Equal Opportunity

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

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

Requests for accommodations from current employees must be made in accordance with District policies and/or procedures.

[Insert link to the District's policy on Equal Employment Opportunity]

[Editor's Note: The federal Department of Justice recently adopted the position that the prohibition of discrimination in employment based on sex under Title VII of the Civil Rights Act includes a prohibition of discrimination in employment based on an employee's gender identity, including employees who are transgender. Therefore, the board may want to consider adding gender identity and transgender status to the list of protected classes contained in the first paragraph of this section.]

[Editor's Note: The law requires districts to post notices describing the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay, disability and genetic information. Failure to post the required notices increases the risk of liability and exposes the District to a fine of \$525 per occurrence. See, "Additional Resources" for a link to the EEOC's "Equal Employment Opportunity is the Law" poster.]

[Editor's Note: If your school district has 15 or more employees, the WASB recommends that you include the following paragraph on all forms that require medical information (e.g., FMLA medical certification or fitness-for-duty forms, medical certification of disability under the ADA, etc.):

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by GINA. Accordingly, we are asking that you not provide any genetic information when responding to requests for medical information. "Genetic information" includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. An exception to the prohibition outlined in this paragraph is family medical history for situations in which the employee is asking for leave to care for a family member with a serious health condition (e.g., under the Family and Medical Leave Act).

See "Additional Resources."

2.03 Equal Opportunity Complaints

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

[Editor's Note: Insert link to the District's policy on Equal Employment Opportunity, District policy on Staff Complaints and Grievances and complaint form.]

2.04 Fair Labor Standards Act and 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] as authorized by Wisconsin Administrative Code DWD 274.08. For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found at Part III, sections 2.05 and 2.06 and in Appendix *[insert letter]*. Notification of rights under the FLSA is set forth in the employment poster section in Appendix *[insert letter]*. Information regarding what pay deductions are allowed under the FLSA is found in Part II, section 2.01 (teachers) and Part IV, section 3.01 (administrators).

2.05 Family and Medical Leave

[Editor's Note: All school districts are covered by the federal FMLA and must include the federal FMLA poster and a general notice about the FMLA in the handbook; however, if a district employs fewer than 50 employees the employees may not be entitled to leave under the Act. As such, each district will need to modify this section to meet its particular circumstances. Districts can download the federal FMLA poster at: <http://www.dol.gov/whd/regs/compliance/posters/fmla.htm>]

[Editor's Note: The Wisconsin FMLA and Wisconsin Bone Marrow and Organ Donation Leave law apply only to districts employing at least 50 employees; however, any district employing at least 25 individuals is required to post notice to employees that describe the district's policy with respect to the types of leave provided pursuant to the Wisconsin FMLA and the Wisconsin Bone Marrow and Organ Donation Leave law. As such all districts should include, at a minimum the WFMLA poster and Bone Marrow and Organ Donation Leave poster in the handbook as well as a description of any relevant policies on such leave. Districts can download the WFMLA poster at:

https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf

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 *[Retain all that apply]*:

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

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

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

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

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

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

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

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

https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf. This notice is also included as **[insert page or Appendix number]** of the Handbook.

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

http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_18114_p.pdf. This notice is also included as **[insert page or Appendix number]** of the Handbook.

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

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

- C. Eligibility Determinations: To the extent required by any applicable state or federal law or regulation, upon the District's receipt of an employee's request for such leave, or once the District becomes aware

that an employee's need for leave is for a reason that may qualify under any of the types of leave being addressed in this section of the Handbook, the District will:

- Notify the employee if he or she is eligible for leave and, if eligible for leave under the federal FMLA, provide a notice of rights and responsibilities under the federal FMLA, including notice of the employee's ability to take leave intermittently or on a reduced schedule (if eligible).
- Notify the employee of the reason for ineligibility or denial of leave, if such a determination is made.
- Notify the employee if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees are encouraged to direct any questions regarding this section of the handbook, or its applicability to their particular circumstances, to the **[insert appropriate administrator title consistent with established procedures (e.g., district administrator, human resources director, or business manager)]**.

See "Additional Resources."

2.06 Immigration Law Compliance

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

[Editor's Note: The Immigration Law Compliance section could be exclusively set forth in Board policy since this section does not regulate the employment after hire.]

See "Additional Resources."

2.07 Harassment and Bullying

- A. Policy Statement: The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of harassment and bullying.
- B. Harassment: The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:
1. Unwelcome sexual advances, comments or innuendos;
 2. Physical or verbal abuse;
 3. Jokes, insults or slurs based on any personal characteristic (*Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks*);
 4. Taunting based on any personal characteristic described above in section 2.02; and/or
 5. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.
- C. Bullying: Bullying is defined as systematic or repeated infliction (or attempted or threatened infliction) of physical harm or psychological/emotional distress on one or more students, staff, or

other persons. It involves purposeful or intentional written, spoken, nonverbal, or physical behavior, including but not limited to any threatening, intimidating, insulting, degrading, or dehumanizing conduct, gesture, or communication that has the effect of doing any of the following:

1. Substantially interfering with any employee's work or a student's education;
2. Substantially interfering with a person's ability to participate in or benefit from any school activity or program;
3. Endangering the health, safety, or property of the target(s) of the behavior;
4. Creating a threatening, intimidating, hostile, or offensive environment within any District school, activity, or program; or
5. Substantially disrupting the orderly operation of the school.

"Cyber-bullying" is defined as bullying that involves the use of digital technologies, including but not limited to, e-mail, cell phones, text messages, instant messages, chat rooms, and social media (e.g., Twitter™ or Facebook™). Cyber-bullying is prohibited and treated the same as all other types of bullying.

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

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

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

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

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

This policy and its accompanying procedures shall be published annually and distributed to all staff. District staff will be required to sign an acknowledgment of receipt of the policy and procedure on an annual basis. Training shall be conducted annually on this policy for all staff in the District.

[Editor's Note: The above distribution and orientation is an optional procedure that may be included in a policy or the Handbook. This provision establishes expectations for professional development that the District may or may not attempt to implement. Districts are required to annually publish their nondiscrimination notice.]

[Editor's Note: Insert link to District policy on equal employment opportunity and District policy on employment discrimination and harassment complaint procedures.]

[See Additional Resources.](#)

SECTION 3. EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 District Expectations

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

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

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

3.02 Accident/Incident Reports

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form **[please see separate form on this item –include reference to accident report form in Appendix]** must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation section of this *Handbook* on page **[insert]**.

3.03 Attendance

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

Route buses operate on a very close, consistent schedule. It is imperative that drivers report to work on time. Arrive with enough time before your scheduled departure from the garage to conduct the required pre-trip inspection and proper engine warm up procedures.

If you are unable to drive please notify the transportation personnel prior to 5:30 a.m. on the day you must miss your route.

If you know in advance that you will not be able to drive your route due to medical reasons (i.e. medical or dental appointment) please notify us in advance by completing an "Employee Record of Absence" form as soon as you know dates and times.

Employees who are unable to report to work shall follow the applicable procedures *[insert cross reference to absence reporting, e.g. Skyward™, AESOP™, substitute caller, etc. that is used in the District]* for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for in *[insert reference to absence reporting system]* using the appropriate reasons (Please see *[insert reference for leave sections]*). The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

[Editor's Note: The following three paragraphs are designed to meet the requirements of section 108.04(5)(e) of the Wisconsin statutes, which pertains to unemployment compensation. If the board adopts the provisions outlined below, an employee terminated pursuant to those provisions will be ineligible to receive unemployment compensation for at least 7 weeks. However, please note that this section will protect the board from having to pay unemployment compensation only if the terminated employee (1) had unexcused tardiness or absences as defined below and (2) also failed to notify properly the district of his or her tardiness or absences using established procedures for reporting.]

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

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

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

[Editor's Note: The following paragraphs have been added to cover section 103.88 of the Wisconsin statutes. If an employee complies with the following requirements, the District may not interfere with, restrain, or deny the exercise of the right of an employee to respond to an emergency. Moreover, the District may not discharge or discriminate against an employee in promotion, in compensation, or in the terms, conditions, or privileges of employment for responding to an emergency, for opposing a practice prohibited under this section, for filing a complaint or attempting to enforce any right under this section, or for testifying or assisting in any action or proceeding to enforce any right under this section of the law. The District is not required to pay an employee during the time period in which he or she is late for or absent from work while responding to an emergency, but the WASB has included an optional paragraph below that would allow the employee to substitute accrued, paid leave to cover the absence.]

***Special attendance provisions for employees who are volunteer fire fighters, emergency medical services practitioners, emergency medical responders, or ambulance drivers:**

In the following paragraphs, "emergency" is defined as "a fire, hazardous substance release, medical condition, or any other situation that poses a clear and immediate danger to life or health or a significant loss of property."

Notwithstanding the District's normal attendance and absence reporting requirements as identified above, the District will permit an employee who is a volunteer fire fighter, emergency medical services practitioner, emergency medical responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation to be late for or absent from work without pay if (a) the lateness or absence is

due to the employee responding to an emergency that begins before the employee is required to report to work, and (b) the employee complies with the following requirements:

1. Within 30 days of becoming a member of volunteer fire department or fire company or becoming affiliated with an ambulance service provider, the employee must submit to the [insert position (e.g., district administrator, business manager, human resources director, building principal, etc.)] a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider that notifies the District that the employee is a volunteer fire fighter, emergency medical services practitioner, emergency medical responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation.
2. When dispatched to an emergency, the employee must make every effort to notify the [insert district position] that he/she may be late for or absent from work due to the employee's response to an emergency. If the employee cannot provide prior notification to the [insert district position] due to the extreme circumstances of the emergency or because he/she was not able to contact the [insert district position], the employee must submit to the [insert district position] a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider that explains why the employee could not provide prior notice that he/she would be late and/or absent from work.
3. If an employee is late for or absent from work due to his/her response to an emergency, he/she must, upon request, provide a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider which certifies (a) that the employee was responding to an emergency during the time period that the employee was late for or absent from work and (b) the date and time of the response to the emergency.

If an employee's status as a member of a volunteer fire department or fire company or as an affiliate of an ambulance service provider changes, including termination of that status, the employee shall notify the [insert district position] of the change as soon as practicable.

If an employee is absent from work pursuant to these provisions, the employee may substitute accrued, paid leave time (e.g., sick/personal leave) to cover a period of absence due to the employee's response to an emergency.

3.04 Bulletin Boards

[Editor's Note: The following language on bulletin boards is optional.]

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. If a collective bargaining unit exists, the Association will be allowed to post items on the bulletin board subject to the restrictions set forth herein. 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.

3.05 Calendar of Events

A master calendar of events is maintained in the Main Office. Please notify the calendar administrator of all upcoming events so an accurate daily/monthly calendar can be maintained. The district calendar is live on the web at calendar.cfc.k12.wi.us. Staff can log on to the staff calendar which contains in-house activities by entering staff as the log in and staffpw as the password. Please check the calendar for conflicts before planning to schedule an event.

If you need to reserve a room in the building such as the auditorium or gymnasium for any purpose during or outside of the school day, you must do so by notifying the activities director and submitting a facility use form.

3.06 Cash Handling Procedure

All cash deposits should be turned in to the district office by 1:30 p.m. An Activity Account Deposit form must be completed and turned in with the money. Any money received in the district office after 1:30 p.m. may not be deposited that day. Any money not turned in to the district office for bank deposit will be at the risk of the person possessing the money. It is recommended that money not be left in classrooms. All money is to be processed by advisors or an adult. Students are not allowed to count, handle or transport any money other than during sales transactions. Activity advisors and coaches should contact the district office for information regarding night and after hour deposits.

3.07 Charged Purchases/Requisitioning District Funds

Purchase orders are to be submitted as a requisition request via Alio. All purchases must be approved by the Superintendent before the charge/purchase is made. Any charges/purchases made prior to the approval of the Superintendent are the responsibility of the individual who incurred the charges. The District is not responsible for the payment of these items.

Requisitions for textbooks, equipment, and supplies will be done through Alio. Instructions are kept in the District Office. General supplies and equipment will be approved through the District Office (BUS) first. Textbooks will be approved through the Curriculum Director/Principal (TEXT) first. Athletic supplies and equipment will be approved through the activities office (ATHL) first. Computer supplies and equipment will be approved through the IT Director (COMP) first. The Superintendent approves all purchase orders after they have gone through the department authorizations first. When the order arrives, it will be checked in at the main office. Please notify the office of any discrepancies in your order.

3.08 Child Abuse and Threats of School Violence Reporting

Child Abuse Reporting

- A. Except as provided under Wisconsin Statute § 48.981, sub. (2m), any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B. At all times, school employees shall make the report to county child protective services or law enforcement personnel as quickly as possible. Any delay is not in the best interests of the child and is not consistent with District policy.
- B. A person required to report shall immediately inform, by telephone or in person, the applicable District administrative personnel and the county department or, in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.
- C. District employees, including administrators, may not attempt to delay, modify, or prevent any report of suspected or threatened child abuse or neglect. School personnel are not responsible for investigating child abuse or neglect reports or for proving that abuse or neglect has occurred or will occur. Investigating child abuse and neglect reports is the legal responsibility of trained county child protective services and/or law enforcement personnel.

Mandatory Reporting of Child Abuse and Neglect webcast: The DPI website offers information on Wisconsin Act 81, a Wisconsin law that requires school districts to make sure all employees have training in child abuse and neglect as well as the mandatory reporting requirements. The DPI provides a link on their website: <https://dpi.wi.gov/sspw/pupil-services/school-socialwork/contents/child-abuse/child-abuse-and-neglect> to the Mandatory Reporting of Child Abuse and Neglect training webcast. There is also a link on the DPI webpage for a completion certificate that each employee must print and file with the district indicating completion of the training. All district employees are required to view the webcast and provide the completion certificate which will be put on file to indicate you have completed training via the webcast.

After completing training, you will be taken to the Documentation of Completed Training screen. Press the "Email Your Supervisor" button and enter your supervisor's email to file the certificate. Each employee must complete the training upon hire and once every five years thereafter.

Supervisors: Teachers/Paras/Office Staff: sstoppelmoor@cfc.k12.wi.us

Bus Drivers/Advisors/Coaches: lkjelland@cfc.k12.wi.us

Custodial: gbarum@cfc.k12.wi.us

Food Service: rknecht@cfc.k12.wi.us

District Office: thiebert@cfc.k12.wi.us

Threats of School Violence Reporting

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

See Additional Resources:

3.09 Children Visiting School

C-FC observes a closed campus. No student visitors are allowed during the school day. All visitors must check in and out of the main office and wear a visitor badge.

3.10 Communications

In addition to the newsletter, the district will use the website www.cfc.k12.wi.us and social media sites to post calendars and other school information. The district will also use the announcement portal on Infinite Campus to post class/sports announcements and information. C-FC will implement Infinite Campus Messenger with Voice to send out messages regarding attendance and/or possible school delays or closings.

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

- A. Electronic Communications:
1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the

network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.

2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. except as noted herein. The use of the District's technology and electronic resources is a privilege which may be revoked at any time. The District may through such review of email logs and/or messages inadvertently obtain access information for an employee's personal internet account through the use of an electronic device or program that monitors the District's network or through an electronic communications device supplied or paid for in whole or in part by the employer. If such personal internet access information is obtained by the District, the District shall not use that access information to access the employee's personal internet account unless permitted by law.
 3. The use of the District's technology and electronic resources is a privilege which may be revoked at any time.
 4. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum or District administration. External electronic storage devices are subject to monitoring if used with District resources.
- B. User Responsibilities: Network/Internet users (students and District employees), like traditional library users or those participating in field trips, are responsible for their actions in accessing available resources. The following standards will apply to all users (students and employees) of the network/Internet:
1. The user, in whose name a system account is issued, will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.
 2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
 3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.

All school employees are expected to comply according to current law and district policy

4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
5. A user may not disable Internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.

[Editor's Note: The District may wish to have the acceptable use policy and the above provisions as the sign-in page before the employee accesses the District's network.]

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

The following definitions apply for purposes of this section on Electronic Communication with Students:

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

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

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

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

1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.
5. The employee shall not communicate with any student between the hours of **[insert]** p.m. and **[insert]** a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.

6. Upon request from the administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
7. Upon receiving a complaint or written request from a parent, the administration may direct an employee to refrain from communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.

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

[Editor's Note: The following paragraph is discretionary depending upon the policy of the District.]

Employees who create student records via email need to ensure that student records are retained for the period of time specified by the student records law. For this reason, the District heavily discourages the use of email as the means to communicate about individually identifiable students.

[Editor's Note: The District should insert link on the District's record retention schedule and the Department of Administration record retention form.]

- F. **Electronic Recording:** Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. **Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded.** These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- G. **Compliance with Federal, State and Local Law:** For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
 1. Confidentiality of student records. **[See Student Records Policy {insert number}]**
 2. Confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses. **[See Public Records Policy {insert number}]**
 3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
 4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
 5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 6. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
- H. **Personal Web Pages:** Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website or app that purports to be an official/authorized

website/app of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website or app.

- I. **Personal Electronic Devices:** The District permits staff to use personal technology devices in support of teaching and learning and to access the District's Wireless Public Network when doing so. Personal devices include laptop computers, portable digital assistants (PDAs), cell phones, smart phones, iPods/MP3 players, wireless devices, digital cameras, e-readers, storage devices, or other electronics that may be carried on a person. Staff may use personal devices provided such use does not interfere with educational or employment responsibilities, hinder, disrupt or consume an unreasonable amount of network or staff resources, or violate board policy, administrative rules, state law or federal law. **Limit use of your cell phone to times you are not with students.** An employee using a personal device shall take adequate measures to ensure the confidentiality and proper maintenance of all pupil record information. The District is not liable for the loss, damage or misuse of any personal device including while on District property or while attending school-sponsored activities.

J. Use of District Telephones: No personal long-distance calls may be billed to the school.

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

See "Additional Resources."

3.11 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 **insert Board policy reference**. 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.

Cochrane-Fountain City School District respects each student's right to the confidentiality and privacy of their educational information. Consistent with our commitment and as required by Federal law, we will make every attempt to protect the privacy of student information so that such information is not heard, read or otherwise shared with others for any reason other than to promote the best educational outcomes for our students. People who substitute at our school are expected to follow the same guidelines for student privacy and confidentiality.

3.12 Conflict of Interest

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

3.13 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 "Additional Resources."

3.14 Copyright

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

All school employees are expected to comply according to current law and district policy

See "Additional Resources."

3.15 (School) Credit Cards

All school credit card usage must be approved by the Superintendent prior to use. Any charges made on the credit card without the preapproval of the Superintendent will be the responsibility of the individual who incurred the charges. Credit Card usage should be limited to travel costs and rare instances when a purchase order is not accepted.

3.16 Criminal Background Checks

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

- A. Has been convicted of a misdemeanor or felony in this state or any other state or country;
- B. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District's performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination; or
- C. Has any pending criminal charges filed against him or her.
- D. Additionally, all persons applying for any position shall be required to:
 1. Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information; and
 2. Supply a fingerprint sample and submit to criminal history records checks to be conducted by the **[insert reference]**.
- E. Employment may be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks. **[insert Board policy reference.]** Knowingly falsifying information shall be sufficient grounds to withdraw an offer of employment or to terminate employment from the District.

See "Additional Resources."

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

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

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

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

An arrest or indictment is not an automatic basis for an adverse employment action. However, if the offense giving rise to the arrest or indictment is substantially related to the circumstances of the employee's job, and if the arrest or indictment relates to a pending criminal charge, the District may suspend the employee. Arrests or indictments for which criminal charges were dismissed will not be the basis for adverse employment actions.

Conviction of a crime is not an automatic basis for an adverse employment action. The District will consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

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

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

Editor's Note: Wisconsin law recently changed with respect to discrimination on the basis of conviction record, and it is no longer considered discriminatory under state law to refuse to employ or to terminate from employment an individual because of an unpardoned felony conviction. See, WIS. STAT. § 111.335(1)(d). However, a district policy that prohibits the employment of all felons could violate federal law, and the WASB cautions against such a zero-tolerance approach. See, e.g., U.S. EQUAL EMP. OPPORTUNITY COMM'N, Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964, available at: http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm.

3.18 Crisis Management Plans

The District has a *School Emergency Operations and Crisis Response Plan* 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. [Insert link to District policy on crisis management](#)

3.19 Daily Bulletin

Items to be placed in the bulletin should be emailed to the main office or written on the available form in the main office a day or two prior to the posting date. Items should be marked to run for a max of three days. Announcements will be posted on the web page and run on the televisions in the commons and hall.

3.20 Discarding Equipment or Textbooks

A teacher shall not discard any equipment or textbooks previous to clearing such a procedure with the principal. Check with the district office for asset tag paperwork when discarding equipment. Discarded books should be placed in a sealed box and marked Discard.

3.21 District Property

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

All windows and doors are to be closed and locked at the end of each school day by the teacher using that classroom at the end of the day.

School equipment may not be taken from the building for personal use. The use of the school image, letterhead, name or other such identifying articles for personal use or gain is prohibited.

Teachers share in the important responsibility of neatness and care of school classrooms, equipment, furniture, textbooks, etc. Please share the needs you identify with your principal.

Electronics such as refrigerators, microwaves, etc. will need to be approved by the administration.

3.22 Diversity Initiatives

[Editor's Note: The following paragraph on Diversity Initiatives is an optional paragraph. If the District does include a diversity initiatives section in the Employee Handbook, we advise districts to only include that section if they consult first with their legal counsel, who could guide them through the process established under the law, including, but not limited to, 29 C.F.R. § 1608.4.]

It is the policy of the District to take initiatives to achieve equal employment opportunity in all personnel actions and procedures, including, but not limited to, recruitment, hiring, training, transfers, promotions, compensation, and other benefits.

This policy is to be administered not only without prejudicial and discriminatory regard to any protected status which includes but is not limited to race, creed, color, disability, national origin, sexual orientation, religion, age and sex, but special efforts in recruitment and employment shall be taken to overcome barriers to equal employment opportunities.

3.23 Drug-, Alcohol-, And Tobacco-Free Workplace

Staff members, as well as students, are not allowed (by state law) to use tobacco or tobacco-like products such as electronic cigarettes or consume/possess alcohol anywhere on the school grounds.

A. Restrictions on Tobacco, Smoking, and Nicotine Products

1. Tobacco and Nicotine Products: Employees shall not use tobacco and nicotine products except for nicotine products used as part of a smoking cessation program, as defined below, on District premises, in District vehicles, or in the presence of students at school or school-related activities.

[Insert link to applicable local policy]. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.

2. Definitions: A “tobacco product” includes, for example, chewing tobacco, cigarettes, cigars, and snuff. A “nicotine product” means any product that contains nicotine and is not a tobacco product, a cigarette, or a product that has been approved by the U.S. Food and Drug Administration for sale as a smoking cessation product or for another medical purpose and is being marketed and sold solely for such an approved purchase (e.g., nicotine gum, nicotine skin patches). Nicotine products covered by this prohibition might include, for example, electronic cigarettes (e-cigarettes) with nicotine, nicotine vaporizers, and nicotine lollipops.

B. Drug-Free and Alcohol-Free Workplace

1. General Restrictions on Alcohol and Drugs: The District prohibits the following conduct by any person who is on District premises (i.e., property that is owned, leased, or controlled by the District); in a District vehicle; or participating in a District-sponsored activity:
 - a. The unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance (as defined under state or federal law, including all illegal drugs), a hazardous inhalant, or alcohol.
 - b. Being under the influence of a controlled substance (excluding the lawful and medically-appropriate use of medication), a hazardous inhalant, or alcohol in any manner that violates the law, violates a District policy, creates a disturbance, or jeopardizes safety.
 - c. The possession or distribution (including the purchase, sale, or transfer) of any substance that is represented as a controlled substance.

[Insert links to the local Alcohol and Drug-Free Workplace policy (District Policy 5232.11 or the equivalent), to any other applicable policies, and to 41 U.S.C. Ch. 81].

2. Additional Drug and Alcohol Restrictions Applicable to All Employees: District employees are subject to additional restrictions regarding alcohol and controlled substances. Specifically, except as otherwise required by law or specified in this policy, no District employee may possess, manufacture, distribute, dispense, use, or be under the influence of alcohol or a controlled substance, or use or be under the influence of a hazardous inhalant, when the employee is (1) on District-premises; (2) in any vehicle being used for District business; or (3) regardless of location, at any District-authorized activity, event, or function at a time when the employee is acting in the scope of his/her employment, responsible for District students, or otherwise acting as an agent of the District. For purposes of this provision, being under the influence of alcohol includes having a detectable alcohol concentration of 0.02 or higher.

[Editor’s Note: The 0.02 standard included in the previous sentence is based on the detectable level at which the U.S. Department of Transportation requires the employer of a CDL driver to prohibit the driver from engaging in any safety-sensitive duties. If a district determines that a lower standard would serve important interests and be practical to enforce, this handbook provision and all related policies and procedures should reflect the lower standard.]

In addition, the District does not condone any unlawful conduct related to alcohol or controlled substances, or the misuse of alcohol or controlled substances, by a District employee even when the employee is off duty and not on District property. Where off-duty conduct relating to alcohol or controlled substances has a legally-sufficient connection to an individual’s employment, it can serve as the basis for employment-related discipline or other employment-related consequences.

3. Exceptions Applicable to Employees: The following are exceptions to the above-stated restrictions on employees:

- a. Provided that the medication(s) are not misused in any way and that they do not interfere with the safe and acceptable performance of the employee's job, an employee may possess and work while taking over-the-counter medication or his/her own prescription medication(s) in accordance with applicable instructions. It is the employee's responsibility to obtain the advice of a licensed medical practitioner to ensure that the employee can safely perform his/her job responsibilities while he/she is taking his/her medication(s).
 - b. Where there is a legitimate and District-authorized purpose, an employee may possess and use otherwise-lawful products for such authorized purpose(s), even if the product could be an intoxicant if the product were consumed or misused (e.g., because the product contains alcohol or emits hazardous vapors).
 - c. Employees who are present at **Insert either: [an] or [a non-District]** event that occurs on District premises and who are off-duty at such an event may possess and responsibly consume alcohol if the District has authorized the event organizer, in writing, to allow alcohol beverages at the event. **Editor's Note: This exception should be modified as needed to correspond to the school board's policy position on authorizing alcohol on school premises and at school-sponsored activities, as permitted under § 125.09, Wis. Stats. Conversely, if a board policy prohibits school officials from ever authorizing the possession or consumption of alcohol beverages on district premises or at school-sponsored activities, then this exception could be deleted to avoid implying that such authority exists.**
4. Drugs and Alcohol Testing Based on Individualized Circumstances (Reasonable Suspicion): If a supervisor or administrator has actual knowledge of or reasonable suspicion concerning an employee's employment-related possession or use of alcohol or controlled substances in violation of District policy or any applicable law (e.g., use on the job or being under the influence upon reporting for work or while working), the employee may be required to submit to testing for alcohol and/or controlled substances. Any drug and alcohol testing of District employees shall be conducted using procedures that reasonably protect the privacy interests of the employee and the integrity of the test results. **Insert a link to the district's local employee drug and alcohol testing policy (District Policy 523.11 or the equivalent).**
 5. Position-Based and Duty-Based Restrictions and Requirements: Certain employees may be subject to additional requirements and restrictions related to alcohol and drugs based on their positions or job duties. For example:
 - a. CDL 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.
 - b. Work under a Federal Grant or Federal Contract: An employee who is engaged in the performance of a federal contract or qualifying federal grant must notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace. This notification shall be made within 5 days of the conviction, and the District Administrator or his/her designee must then notify the appropriate federal agency and take other appropriate action. 41 U.S.C. § 8103(a)(1)(D)
 6. Consequences for Drug and Alcohol Violations: Compliance with the District's policies and rules regarding alcohol and drugs in the workplace is mandatory and a condition of employment. School employees shall cooperate with supervisors and with law enforcement personnel in investigations concerning any possible violations of these provisions. Employees who violate the District's policies or rules regarding these substances are subject to consequences, including referral to drug and alcohol counseling or rehabilitation programs,

[Include if the District offers a formal EAP: “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.

7. **Distribution of Information (Employee Awareness Initiatives):** The District provides information to employees to raise awareness regarding (1) the dangers of **[Insert if desired: “alcohol and”]** drug abuse in the workplace; (2) the District’s policy of maintaining a drug-free and alcohol-free workplace; (3) any available counseling, rehabilitation, and (if applicable) employee assistance programs; and (4) the consequences that may be imposed upon employees for alcohol-related or drug-related misconduct. Such information can be obtained from **[Insert the appropriate position/office title and, if applicable, a link to where such information is posted on the district’s website]**. 41 U.S.C. § 8103(a)(1)(B) **[Editor’s Note: The federal Drug-Free Workplace Act requires federal contractors and certain federal grant recipients to maintain a drug-free awareness program to inform employees on the matters addressed in this paragraph with respect to drugs. Accordingly, a district that wishes to maintain its eligibility for direct federal grants should plan to implement a drug-related awareness program, even if the district chooses not to include this paragraph in its Employee Handbook. This paragraph also gives districts the option of committing to providing information on alcohol misuse because of the earlier references (above) to maintaining an alcohol-free workplace.]**
8. **Employee Assistance Program:** **[Editor’s Note: If the District has an employee assistance program, insert an appropriate description, reference, or link in this area.]** 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 **[Insert the appropriate position/office title and, if applicable, a link to where such information is posted on the district’s website]**.

3.24 Electric Facility

Please conserve electricity by turning off the lights when not needed. Computers, printers and televisions should be turned off at the end of the day. If you are the advisor of an evening activity or plan to schedule evening events, see maintenance so room comfort is assured.

3.25 Employee Identification Badges

[Editor’s Note: If employee identification badges are required, please insert the following language.]

The District shall provide 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 their contracted work time.

3.26 False Reports

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

3.27 Fax Machines

Fax machines are located in the district and main offices and may be used for school needs.

3.28 Financial Controls and Oversight

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

3.29 Fraud and Financial Impropriety

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

- A. Fraud and financial impropriety shall include but is not be limited to the following:
1. forgery or unauthorized alteration of any document or account belonging to the District;
 2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
 3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
 4. impropriety in the handling of money or reporting of District financial transactions;
 5. profiteering as a result of insider knowledge of District information or activities;
 6. unauthorized disclosure of confidential or proprietary information to outside parties;
 7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
 8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. **See Gifts section of Handbook.**
 9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
 10. failure to provide financial records required by state or local entities;
 11. failure to disclose conflicts of interest as required by law or District policy;
 12. disposing of District property for personal gain or benefit and,
 13. any other dishonest act regarding the finances of the District.
- B. Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

3.30 Gambling

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

3.31 Gifts and Sale of Goods and Services

- A. Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive incidental entertainment, food, refreshments, meals, or similar amenities, that are provided in connection with a conference or similar work-related activity where the employee's supervisor has reviewed the agenda for the conference or other activity and concluded that such incidentals primarily facilitate the employee's attendance at and participation in the activity, and, therefore, primarily benefit the District rather than serving primarily as a personal benefit. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students. **[Note: Immediate family shall have the same definition as used in section 11.01.]**

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to **[insert]** for proper processing under the District's policy on gifts and solicitations and the terms of section 118.27 of the Wisconsin statutes.

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. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to **[insert appropriate Board policy references if they exist]** for information on conflicts of interest and for staff gifts and solicitations and section 19.59 of the Wisconsin statutes.

- B. Sale of Goods and Services: No District employee may receive for his or her personal benefit anything of value from any person other than 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 "Additional Resources."

3.32 Honesty

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

3.33 Inventory Records

Textbook and equipment inventory records for your assigned room are kept digitally. When adding or discarding materials in your classrooms, please let the District Office know of any changes. Inventory records are updated annually before the start of summer.

All textbooks are school property. All texts must be numbered and be identified as school property on the inside cover. Teachers must keep an accurate list of students and the text numbers issued to them. Each text should also have inserted inside the front cover a form on which the student in possession signs his/her name.

3.34 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.

[Editor's Note: If the District has an investigation that has a potential interplay with criminal conduct please contact the District's legal counsel or WASB at 1-877-705-4422 for clarification on the Garrity warning and the expectation of cooperation.]

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

See Additional Resources:

3.35 Keys

Keys are issued to each teacher by the district office. Your key fits your room door lock and outside door locks. Lock your classroom door when you are not in the room or are leaving for the day. It is extremely important that you lock the outside door behind you when you enter and double-check to see that all doors are locked when you leave. Please do not allow students to use your keys!

3.36 Licensure/Certification

Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in his or her personnel file. Personnel files can be found in **[insert location]**. 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.

See Additional Resources:

3.37 Mailboxes

Mailboxes are located in the faculty lounge. Please pick up mail daily.

3.38 Meal Program

Staff may purchase lunch, breakfast, and milk at school.

3.39 Nepotism

- A. 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. Definition: For the purposes of this *Handbook*, a “relationship by affinity” is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A “relationship by consanguinity” is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase “decision to hire” includes every aspect of the hiring process.
- C. Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the District Administrator be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related

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

3.40 News Articles

The school district mails a newsletter on a quarterly basis. Articles and pictures for the newsletter must be submitted by email.

Articles submitted to the local paper must be in by 3:00 p.m. Friday to appear in the Wednesday edition of the local newspaper.

We encourage you to submit articles of interest to the local papers - Recorder, Winona Daily News, Shopper/Post.

3.41 Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel Reimbursement

- A. Allowances for Mileage Reimbursement: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must undergo an annual driver's license record check. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, trenchers, and golf carts. Mileage reimbursement amounts are set forth in **Part I, Section 7.01**.

If you wish to use a school vehicle for school business, please reserve by stating your name, destination, time and vehicle on the calendar in the Activities Office at least FIVE (5) days prior to using it. It is necessary to complete a Vehicle Use form to ensure that the vehicle will be ready to go when it is needed.

The District expects employees to drive a school vehicle when possible, and all planned mileage reimbursements should be preapproved by administration.

- B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify **(insert designated administrator/department, e.g. Human Resources)**. 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. Commercial Driver's License (CDL): In addition to the notice requirements in paragraph A, above and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.
- D. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. § 121.52(2), Wis. Stats.
- E. Personal Transportation Utilized for School Use
1. Car Insurance: **[Editor's Note: § 121.555(2)(a) requires insurance coverage with at least \$10,000 in property damage coverage, \$25,000 in bodily injury coverage for each person and**

\$50,000 total limit for each accident. The minimum insurance requirements specified below exceed the minimum required by state law.

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

2. **Operator Requirements.** Employees who transport students in a motor vehicle transporting 9 or less passengers in addition to the operator or who transport students in a motor vehicle described in section 121.555(1)(b) of the Wisconsin statutes shall be subject to the following operator requirements:
 - a. The operator shall possess a valid operator's license from Wisconsin or any state other than Wisconsin and includes the District of Columbia, the commonwealth of Puerto Rico and any territory or possession of the United States, any federal military installation located within the territorial boundaries of Wisconsin and any province of the Dominion of Canada.
 - b. The operator shall be at least 18 years of age.
 - c. The operator shall have sufficient use of both hands and the foot normally employed to operate the foot brake and foot accelerator. ***[Editor's Note: § 121.555 (2)(cm) allows a school board to waive this operator requirement for operators who pass a special driving examination conducted by the Department of Transportation.]***
 - d. The operator shall submit at least once every three years a statement from his or her health care provider stating that the operator is not afflicted with or suffering from any mental or physical disability or disease such as to prevent the operator from exercising reasonable control over a motor vehicle.

3. Personal Vehicle Reimbursement:

[Editor's Note: The following paragraph on reimbursement for damage to the personal vehicle is optional.]

Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District, in its discretion, provided the District's maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of five hundred dollars (\$500.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.

4. Transportation will be provided in accordance with Board policy.

3.42 Outside Employment

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

3.43 Personal Appearance/Staff Dress Code

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.

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.

The District will require custodians, maintenance, and food service personnel to wear uniforms provided by the school system. 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 slip-on shoes during regular work hours.

Appropriate attire helps to promote the professionalism of you as a driver and projects the image that the Cochrane-Fountain City School District strives to achieve. Sandals, Flip Flops, T-shirts, Tank Tops or Short Shorts will not be permitted.

See Additional Resources.

3.44 Personal Property

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

The Cochrane-Fountain City School District will not be held liable for damage to your vehicle or items stolen from your vehicle. You are encouraged to lock your vehicle.

- B. Search of Personal Effects [Please see section 3.42 of the *Handbook* for information on the Search of District Property]: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

3.45 Personnel Files

[Editor's Note: With respect to personnel files, the limitation set forth below of at least two times per year is set forth in Section 103.13(2), Wis. Stats. The District can allow for more frequent inspection of the file if it so chooses.]

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

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

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

[Editor's Note: The WASB reminds districts to maintain employee medical records, including genetic information regarding an employee, separately from an employee's other personnel records. See, e.g., 29 C.F.R. § 1635.9.]

3.46 Personnel – Student Relations

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

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

3.47 Physical Examination

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

[Editor's Note: If your school district has 15 or more employees, the WASB recommends that you include the following paragraph on all forms that require medical information (e.g., FMLA medical certification or fitness-for-duty forms, medical certification of disability under the ADA, etc.):

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by GINA. Accordingly, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information" includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving

assistive reproductive services. An exception to the prohibition outlined in this paragraph is family medical history for situations in which the employee is asking for leave to care for a family member with a serious health condition (e.g., under the Family and Medical Leave Act).

[Editor's Note: The WASB reminds districts to maintain employee medical records, including genetic information regarding an employee, separately from an employee's other personnel records. See, e.g., 29 C.F.R. § 1635.9.]

3.48 Pledge of Allegiance/National Anthem

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 guardian, to recite the pledge.

At any event where the National Anthem is played, spectators will be asked to stand and remove any headwear while the song is being played. Spectators may sing along or remain silent, without talking, thus showing respect for the flag.

3.49 Political Activity

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

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

3.50 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.

[See "Additional Resources."](#)

3.51 Resale Items

Anything that is ordered which will be sold to the students for their personal use must be cleared through the principal and the money for the items must be collected prior to the items being ordered. All money will be deposited into the Activity Account and checks to pay the invoices will be written out of the account.

3.52 Severance from Employment

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

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

3.53 Solicitations

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

3.54 Student Attendance

Grades 4K-6: Take attendance by 8:30 a.m. Mark children absent using Infinite Campus Attendance that will send an electronic notice to the office. Students who arrive or leave after attendance is taken should have a permission slip from the office. If they do not, please send them to the office to get one.

Grades 7-12: Attendance is to be taken each class period at the beginning of the period. Mark students absent using Infinite Campus Attendance which sends an electronic notice to the office. Students who arrive after attendance is taken should have a pass from another staff member or an admit slip from the office or shall be marked Tardy on IC Attendance. If a student is marked Tardy at the beginning of the class period and comes to class, correct the attendance to Present.

GRADES 7-12 SCHEDULE OF CLASS PERIODS	GRADES 4K-6 DAILY SCHEDULE
1 8:00-8:48	7:45-8:10 – Breakfast Served
8:48-8:57 Breakfast Break	8:20 – Class Schedule Begins
2 8:57-9:45	3:15 – Dismissal Begins
3 9:49-10:37	3:28 – Approximate time buses leave grounds
4 10:41-11:29	
5 11:33-12:21	
6 12:21-12:51 Lunch	
7 12:51-1:39	

8 1:43-2:31

9 2:35-3:23

Unsupervised elementary students who arrive prior to 7:45 will remain in the commons until the buses arrive at 7:45.

Outside doors are locked and the Security Buzz-In system at the main door is activated at the beginning of the school day.

3.55 Student Code of Conduct and *Handbook*

The Student Code of Conduct and *Handbook* is available online at _____.

3.56 Student Illness

If a student becomes ill in your class, fill out a pass to the nurse for the student. (In emergencies, the pass is not necessary.) If the nurse confines the student to her office, she will notify the office. If the student is to be sent home, the nurse will notify the office and the student will be given a permit to leave the building.

3.57 Student Cumulative Records

All students' cumulative records are maintained in the principal's office. You are expected to be familiar with the contents of the files of the students you teach. To view a file, you must sign, date, and indicate the purpose for which you entered a student's file.

The File Examination Record is maintained on the inner cover of the file jacket.

3.58 Teamwork

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

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

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

3.59 Time Off (Drivers)

If you are requesting time off you are to complete an "Employee Record of Absence" form. This form needs to be signed by the Driver, School Bus Manager, and School Superintendent before the request can be granted. Every attempt will be made to honor requests, however, on occasion, requests may be denied for time off due to driver availability. Request for Day(s) Off forms can be found in the forms holder in the bus garage.

3.60 Wellness

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

3.61 Employee (Whistleblower) Protection

- A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.
- B. Purpose: 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. The support of all employees is necessary to achieving compliance with various laws and regulations.
- C. Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

3.62 Work Spaces, Including Desks, Lockers, etc.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked except as provided for under section 3.30, subsection B of this *Handbook*.

See "Additional Resources."

3.63 Work Made for Hire

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

3.64 Workplace Safety

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

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

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

- B. Protection of Staff: An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.
1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
 2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.
- C. Notification of Safety and Health Standards: Section 101.055 of the Wisconsin statutes requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore, the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under Part I, Section 5 of this *Handbook* and District policy **[insert reference]** to address the workplace safety issues as defined in Part I, Section 1.02, M. of the handbook. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See Wis. Stat. § 101.055; Public Employee Safety and Health, available at <http://dsps.wi.gov/Documents/Industry/Services/Forms/Public Sector Employee/SBD-9301-PubSectEmpSaf.pdf>

- D. Weapons Prohibition: Except as otherwise permitted by this section or Board policy, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: Wis. Stat. §§ 120.13(1), 948.60, .605, .61.
1. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this provision (e.g., law enforcement officers and certain former law enforcement officers, possessing a firearm or other weapon on school grounds).
 2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.
 3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the District Administrator. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.
 4. Hunting may be allowed in the school forest when school or rental groups are not using the property and with written permission from the District Administrator. Hunting for a wild

animal will not be permitted in the school forest when there is not an open season for that animal on land adjacent to the school forest. All persons authorized to hunt in the school forest shall abide by state and federal laws while hunting on school forest property including, without limitation, laws applicable to firearms and hunting, and shall abide by all District rules regarding the use of the school forest.

The weapons policy bans the possession of guns, knives, razors, brass knuckles, and look-alike firearms while on school premises. Students caught carrying or storing guns, knives, martial arts devices or look-alike toy guns like water pistols, cap guns and souvenir guns may be suspended or expelled.

School administrators have the right to search students, bags, packs, purses or school lockers or other carryalls whenever there is reasonable suspicion of someone having a weapon or illegal substance. A student refusing to allow a school search and seizure under the policy can be disciplined.

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

3.65 Violence in the Workplace

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. Definitions as Used Under this Section:
1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
 2. Threat: A communicated intent to inflict physical or other harm on any person or property.
 3. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
 4. Court Order: An order by a court that specifies and/or restricts the behavior of an individual. Court orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.
- C. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
1. Assault or battery.
 2. Blatant or intentional disregard for the safety or well-being of others.
 3. Commission of a violent felony or misdemeanor.
 4. Dangerous or threatening horseplay or roughhousing.
 5. Direct threats or physical intimidation.
 6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
 7. Physical restraint, confinement.
 8. Possession of weapons of any kind on District property [please see section 3.44].
 9. Stalking.
 10. Any other act that a reasonable person would perceive as constituting a threat of violence.

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

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible and complete **[insert a link to the Workplace Violence Incident Report Form]**.

An employee who has received a restraining order, temporary or permanent, against an individual who may impact the employee at work (e.g. verbal or physical contact or proximity has been prohibited or restricted), shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

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

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

See "Additional Resources."

3.66 Legal Custodian of Records

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

3.67 Breastfeeding

Editor's Note: As a result of the Patient Protection and Affordable Care Act, affected employers must provide to non-exempt employees breaks and a place to express breast milk. The following are some observations on the legislation:

- **Employers with fewer than 50 employees are not subject to the break time requirement if compliance with the provision would impose an undue hardship.**
- **The law applies only to non-exempt employees under the Fair Labor Standards Act (FLSA). Even so, employers are not prohibited from providing similar privileges to exempt employees (such as teachers and administrators).**
- **Districts are not required to compensate nursing mothers for breaks taken for the purpose of expressing milk. However, where districts already provide compensated breaks, an employee who uses that break time to express milk must be compensated in the same way that other employees are compensated for break time. See U.S. DEP'T OF LABOR, Fact Sheet #73: Break Time for Nursing Mothers under the FLSA, available at <http://www.dol.gov/whd/reg/compliance/whdfs73.htm>**

Editor's Note: The following language covers both exempt and non-exempt employees and clarifies that teachers generally cannot take breaks during instructional time to express breast milk. It is unclear whether a similar restriction could apply to, for example, a non-exempt employee (such as a paraprofessional) if she had "the need to express the milk" during class.

Upon request, the District shall provide a reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has the need to express the milk. For members of the professional teaching staff, "reasonable break time" generally means periods during the day when they are not engaged in instruction with students. Furthermore, the District shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Preferably, the space should have an electrical outlet for use by the employee.

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

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

3.68 Staff Use of Force to Maintain Student Discipline

[Editor's note: § 118.31 Wis. Stat. prohibits staff use of corporal punishment. It also describes some limited exceptions to the corporal punishment prohibition and requires that school boards adopt a policy allowing staff to use reasonable and necessary force consistent with those limited exceptions to the corporal punishment prohibition. § 118.32 Wis. Stat. prohibits strip searches of students. § 118.305 Wis. Stat. restricts the use of seclusion and physical restraint of students.]

Wisconsin law is extremely clear: Do not hit, nor in any way physically harm, nor put a student in a compromising position. Physical restraint is authorized when it is necessary to prevent a child from doing harm to others or to himself.

A teacher may employ reasonable and necessary force when in his/her judgment such force is necessary:

- a) to quell a disturbance or prevent an act that threatens physical injury to any person;
- b) to obtain possession of a weapon or other dangerous object within a student's control;
- c) for the purpose of self-defense or the defense of others;
- d) for the protection of property in accordance with state statutes;
- e) to remove a disruptive student from school premises, a motor vehicle or a school sponsored activity;
- f) to prevent a student from inflicting harm on him/herself; to protect the safety of others.

A teacher may use incidental, minor or reasonable physical contact designed to maintain order and control. When so employed, reasonable and necessary force shall not be considered a form of corporal or punitive punishment.

Wisconsin Act 125

If restraint is necessary, school employees will need to have at least one individual who has received training in the use of physical restraint. Currently Mr. Stoppelmoo, Mr. Kjelland, Mr. King and Mrs. Farrand have received such training. Be sure to contact the office and inform an administrator of such need.

- A. Corporal punishment and staff use of reasonable and necessary force to maintain student discipline.
 1. Staff is prohibited from using corporal punishment on students. "Corporal punishment" means the intentional infliction of physical pain which is used as a means of discipline. "Corporal punishment" includes, but is not limited to, paddling, slapping or prolonged maintenance of physically painful positions, when used as a means of discipline. "Corporal punishment" does not include actions consistent with an individualized education program or reasonable physical activities associated with athletic training.
 2. Staff may use reasonable and necessary force for the purposes described below. The use of reasonable and necessary force for such purposes is not prohibited corporal punishment:

- a. To quell a disturbance or prevent an act that threatens physical injury to any person.
- b. To obtain possession of a weapon or other dangerous object within a student’s control.
- c. For the purpose of self–defense or the defense of others under § 939.48 Wis. Stat.
- d. For the protection of property under § 939.49 Wis. Stat.
- e. To remove a disruptive student from a school premises or motor vehicle, or from school–sponsored activities.
- f. To prevent a student from inflicting harm on himself or herself.
- g. To protect the safety of others.
- h. Staff may use incidental, minor or reasonable physical contact designed to maintain order and control.

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

C. Seclusion and Physical Restraint of Students

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

3.69 Residency

While the school board encourages all District employees to reside within the District in order to strengthen the ties between the school district and the community(ies) it serves, school district applicants and employees are not required to live within the District.

3.70 School-Year Observance Days for Wisconsin Public Schools

Wisconsin has 21 school year observance days that are part of state statute. Honoring observance days can teach the elements of tradition that preserve U.S. society and foster an awareness of our cultural heritage. The list of days is located at <http://dpi.wi.gov/news/observance-days>. The Educational Communication's Board has developed a webpage of sites that provides resources for teachers for all of the Public School Observance Days required by Wisconsin Statutes. Information for that site is available on the DPI site listed above.

3.71 Parking

ALL STAFF must park in the designated Staff Parking Lot during student contact days.

SECTION 4. MANAGEMENT RIGHTS

4.01 Delineation of Rights

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

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

4.02 Sole Basis

Section 4.01 does not describe any rights of the **[Association – insert if applicable or]** employee(s). Accordingly, the **[Association – insert if applicable or]**, and/or an employee(s), may not base any charge of a *Handbook* violation under the District's grievance process **(insert Board policy reference)** or any other forum solely on this section.

SECTION 5. GRIEVANCE PROCEDURE

Editor's note: The following grievance procedure provides two options on the scope of the grievance procedure. The first allows for any item in the Handbook to be subject to a grievance. The second only allows grievances on those items contained in the Budget Repair Bill/2011 Wisconsin Act 10.

5.01 Purpose

***Option A – Ability to Grieve Any Item in the Handbook**

The purpose of this section is to provide for an internal method for resolving grievances under the terms of the *Employee Handbook*. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

***Option B – Ability to Grieve Only Discipline, Termination and Workplace Safety**

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

5.02 Definitions

***Option A – Ability to Grieve Any Item in the HANDBOOK**

1. Grievance: A “grievance” is defined as any complaint that arises underneath this *Handbook* regarding the interpretation, application or violation of this *Handbook*.
2. Grievant: A “grievant” may be any employee or group of employees.
3. Day: The term “days” as used in this Article shall mean regularly-scheduled workdays in the District office, unless otherwise indicated.
4. “Discipline” is defined in Part I, section 1.02, Subsection C. of the *Handbook*.
5. Termination: “Termination” is defined in Part I, section 1.02, Subsection J. of the *Handbook*.
6. Workplace Safety: “Workplace safety” is defined in Part I, section 1.02, Subsection K. of the *Handbook*.

***Option B – Ability to Grieve Only Discipline, Termination and Workplace Safety**

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

5.03 Time Limits

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

[Editor's Note: The timelines contained herein in the grievance procedure are for illustrative purposes. The District may modify these for its own circumstances. The initial 30-day timeline was selected to align with the wage claim statute that requires wages to be paid within 30 days of being earned.]

5.04 Grievance Processing Procedure

Concerns

- a. Drivers with concerns must follow the appropriate channel with these concerns.
- b. Initial concerns should be brought to Tom George, Transportation Director.
- c. If concerns are not solved at the initial level they will be brought to Luke Kjelland, Assistant Principal/Activities Director.
- d. If a driver's concern is still not addressed action will depend on the discretion of the administrative team.

Grievances shall be processed in accordance with the following procedure:

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

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

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

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

[Editor's Note: Unless the Board in other policies has provided an appeal process to the Board, under the Budget Repair Bill/2011 Wisconsin Act 10 it is discretionary for the Board to allow an appeal to go beyond step three unless it involves discipline, termination or workplace safety. Please contact WASB Staff Counsel at 1-877-705-4422 or the District's legal counsel for further information on this issue. The WASB will be available to be the impartial hearing officer for districts that it does not represent in other capacities.]

Step Four - Appeal to Impartial Hearing Officer: If the grievance is not resolved in Step Three, the employee must notify the District Administrator, within **ten (10)** days after receipt of the District Administrator's answer or if no response is provided within **ten (10)** days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer. The selected impartial hearing officer will be approved by the School Board.

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

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

Step Five – Appeal to School Board: If the grievance is not resolved at the prior step, the grievance may be appealed to the School Board within ten (10) days after the decision at the prior step. Either the administration or the grievant may appeal an impartial hearing officer's decision to the Board.

****Option A - [Editor's Note: The following paragraph is for boards that wish to hold a hearing with the grievant and administration.]***

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

****Option B - [Editor's Note: The following paragraph is for boards that wish to base their decision on written briefs (with no hearing). This may require more time and money than the other alternative because (1) the administration may wish to hire legal counsel to draft the briefs; (2) it could take several weeks for the briefs and reply briefs to be submitted; and (3) Board members would need to read through all the documents.]***

Within **twenty-five (25)** days after the appeal to the Board has been filed, the parties shall exchange written briefs with each other and submit them to the Board. Within ten days after written briefs have been submitted, both parties shall exchange reply briefs with each other and submit them to the Board. Within **twenty-five (25)** days after receiving the reply briefs, the Board shall review the hearing officer's decision.

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

The Board shall render a written decision that affirms, reverses, or modifies the decision of the hearing officer (or, if applicable, of the District Administrator). Such decision shall be rendered in a timely manner and shall be sent to the administration, the grievant, and (if applicable) the grievant's

representative. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

Grievances Filed by the District Administrator

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

5.05 Grievant's Right to Representation

Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing.

5.06 Consolidation of Grievances

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

5.07 Group Grievances

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

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

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

SECTION 6. PAY PERIODS

[Editor's Note: The number and/or dates of payroll will need to be modified in order to align with the District's payroll cycles. Employees under law must voluntarily agree through an individual agreement to be paid on an annualized basis if a collective bargaining agreement does not cover the terms of payroll for such employees.]

6.01 Annualized Payroll Cycle

A. School Year Employees:

1. Annualized Payroll: Exempt employees scheduled to work the school year may voluntarily request to be paid on a twelve (12) month payroll cycle as set forth in subsection B, below. Such request shall be made in writing and submitted to the business office by [insert date]. For exempt employees with an individual contract, such election may be provided at the same time as the issuance of the individual contract or letter of intent. School year employees covered by this provision will have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the District-approved format.
2. School Year Payroll: For exempt school-year employees who do not voluntarily request to be paid on a twelve (12) month payroll cycle, and for all non-exempt school-year employees, the payroll cycle shall be on a ten-(10-) month basis and shall be placed on a twenty (20) payroll cycle.

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

Note: Additional Resources on this item are found in Section 109.03(1)(b) Wis. Stats.

6.02 Payroll Dates

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

6.03 Direct Deposit Payment Method

All employees shall participate in a direct payroll deposit plan. Direct deposit statements will be emailed to the employee's District email account on each pay day. Direct deposit changes may be made after giving thirty (30) calendar days notice in writing. Each non-exempt employee shall, with each electronic payroll deposit slip, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each exempt employee shall, with each electronic payroll deposit slip, receive information on the employee's salary received. In addition to the above, each employee shall have access to electronic records indicating the number of accumulated sick leave days, the number of personal days remaining to the employee's credit, and the number of vacation days to be taken and the number remaining.

6.04 Definitions for Payroll Purposes Only

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

[Editor's Note: The definition of "week," for example the one set forth below, must be set forth for FLSA overtime requirements.]

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

C. Pay Period: The pay periods shall begin on the 10th and 25th of each month and shall be comprised in the following fashion: 25th to the 9th is one pay period and 10th through the 24th is the other pay period.

6.05 Salary Deferrals –Tax Sheltered Annuities (TSA)

[Editor's Note: The following section will only apply in Districts that offer a TSA or §403(b) plan. Particular items within the following TSA language (e.g. Roth Contributions, Loans, Hardship withdrawals and deferred compensation plans) are discretionary and will need to be modified to be in alignment with the District's plan document.]

- A. The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle").
- B. The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions in one or both of the following ways:
 1. Pre-tax dollars (salary reduction, also known as "regular" TSA contributions) or
 2. After tax dollars (also known as "Roth" TSA contributions).
- C. Employees will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District's plan document.
- D. A vendor becomes a District-approved vendor by meeting the requirements set forth by the District which include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. The District may ask for proof of vendor registration from the teacher to ensure a District-approved vendor has been chosen. The total number of vendors shall be limited to no more

than **[insert number]**. If at any time there are no active employees contributing to a particular vendor, that vendor shall be removed from the District-approved vendor list.

- E. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program.

[Editor's Note: The highlighted language on electronic payroll is discretionary. The highlighted language on post-employment 403(b) is only applicable to districts that provide a post-employment non-elective TSA.]

- F. Effective July 1, **[insert year]**, or sooner if administratively feasible, if the vendor accepts electronic payments, the District will electronically transmit to the TSA vendor(s) the amount of the salary deferral elected by the employee. If the vendor does not accept electronic payments, the District will make the payments by paper check. This new provision for transmitting to vendors will require the District to transmit the amount of salary deferral twice a month, if the vendor provides the District with an invoice twice per month. The salary deferral will be transmitted on or about the date the money is deducted from the employee's paycheck, provided that the District receives the appropriate invoice from the vendor. In unforeseen circumstances, transmittals will be made no later than **fifteen (15)** business days following the end of the month in which the amount would have been paid to the participant. For retirees, the District will transmit to **TSA vendor(s) the amount of the non-elective TSA employer contribution as provided for in section [insert reference]**.
- G. Employees may choose to defer either a percent of salary or a specific dollar amount up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50) additional deferral (414(v)(2)(B)(i)), and the "catch up" provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.
- H. The salary reduction limits will be adjusted from time to time to conform to statutory limits.
- I. Catch-Up Contributions:
 - 1. Documentation will only be required where the employee's total (and Age 50+) deferrals for the calendar year are in excess of the 402(g) limits.
 - 2. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the Employee's TSA vendor within thirty (30) calendar days if requested by the District.
 - 3. The District agrees to provide the employee, upon written request, with timely information available from the District's records, which is necessary to enable the employee to make catch-up deferrals.
- J. General:
 - 1. The employee shall be permitted to change the TSA amount or vendor **three (3)** times per calendar year, unless otherwise permitted by the Business Manager, provided he/she provides the District with at least **ten (10) business days** notice prior to the second payroll date of the month **[i.e. the [insert payroll date]]**. Stopping contributions does not constitute a change. Upon initial enrollment for new employees, the employee shall certify in writing as requested by the District but no more than two times per year (e.g., due to a change in full-time equivalency, absence, other deferrals, etc.), that the percentage or dollar amount of salary reduction withheld from compensation complies with the limits applicable to 403(b) TSA plan deferrals and does not exceed the amount permitted under Section 403(b), 415 and 402(g) of the IRS Code except as provided for below.
 - 2. In no event shall the employee's contribution exceed one hundred percent (100%) of the employee's compensation less payroll and other required deductions. Employee and employer contributions are 100% vested and non-forfeitable at all times.

[Editor's Note: Particular items within the TSA language, e.g. Roth Contributions, Loans, Hardship withdrawals and deferred compensation plans are discretionary and will need to be modified to be in alignment with the District's plan document.]

3. New loans from the TSA plan are not permitted.

OR

Loans shall be permitted to the extent permitted by each vendor as detailed in the plan document. Loans are limited to:

- a. \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the employee's TSA plan on the date the loan is made or (ii) the highest outstanding balance on loans from the employee's TSA plan during the one-year period ending on the day before the date the loan is approved by the plan administrator (not taking into account any payments made during such one-year period); or
- b. one half of the value of the employee's vested account balance (as of the valuation date immediately preceding the date on which such loan is approved by the plan administrator).
- c. Contact the vendor or plan administrator for further information on loans.

Editor's Note: Loans are included in taxable income under certain conditions, including: if the loan, when combined with the balance of all other loans from plans of the District, exceeds the limitations described above; or if there is a failure to repay the loan in accordance with the repayment schedule. Because the tax treatment of a loan depends on information concerning aggregate loan balances under all annuity contracts and custodial accounts within the District's TSA Plan (and under all plans of the employer), information about loan balances under the contracts and accounts of other vendors is needed before making a loan. That information may be obtained from the participant, but the plan administrator should also collect and coordinate that information in order to decrease the instances in which participants have taxable income from plan loans.

4. Hardship withdrawals are permitted and IRS safe harbor standards with respect to estimating an immediate and heavy financial need [Treasury Section 401(k)-1(d)(3)(iii)(B) will be used]. Contact the vendor or plan administrator for further details if a hardship withdrawal is requested.

K. Salary Reduction Agreement:

1. Employees will be required to sign an agreement to authorize TSA deductions from salary. The current agreement is attached to this *Handbook* as ***Appendix - [insert appendix reference]***. The District, without the consent of the employee, is authorized to modify the salary reduction agreement to comply with applicable legal requirements. The District will provide the employee with reasonable notice concerning any such modification.
2. The District will provide the employee with a dated and initialed copy of the authorized salary reduction agreement once the employer acknowledges receipt of the modified salary reduction agreement.
3. A change in a beneficiary designation shall take effect when the election is accepted by the Vendor.
4. By authorizing TSA deductions from his/her salary, the Employee acknowledges that the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax-sheltered annuity, or the company which issues the annuity contract, or which invests the Employee's salary reduction funds. Furthermore, the Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.

5. The salary reduction agreement is attached as Appendix - *[insert appendix reference]*.

L. **Deferred Compensation:** Employees may defer salary through the Wisconsin Deferred Compensation Plan (457). The plan limitations and salary deferral rights will be those permitted by the TSA unless the Deferred Compensation plan's rules are in conflict, in which case the Deferred Compensation rules shall apply.

SECTION 7. COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES

7.01 Mileage Reimbursement

[Editor's Note: Insert the applicable reimbursement rate per mile if the District does not reimburse the employee at the IRS business travel reimbursement rate.]

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile **OR** *[insert amount]* per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in the *[insert location]* office.

SECTION 8. WORKER'S COMPENSATION

8.01 Worker's Compensation Coverage and Reporting Responsibilities

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

8.02 Benefits While on Worker's Compensation

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

[Editor's Note: The provision of sick leave to keep the employee's compensation whole for the first 60 days is an optional section. The District can just provide worker's compensation. The provision of just providing worker's compensation would be as set forth in paragraph B, however the day sixty-one (61) waiting period would be removed. There is a three (3) day waiting period for worker's compensation benefits. However, if, because of the injury, the employee is unable to work at any time after the 7th day of injury, compensation is paid for the entire period including the three-day waiting period. See Additional Resources. The 60 days and sick leave offset can be modified in accordance with a particular district's benefits.]

- A. 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 **work day** 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.
- B. **Day Sixty-One (61) and thereafter of Worker's Compensation Leave:** The employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

8.03 Injuries Not Covered by Worker's Compensation

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

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

SECTION 9. SICK LEAVE

[Editor's Note: IMPORTANT! The sample provisions contained in this section, section 9, are provided as general information and as a service to WASB Employee Handbook subscribers. The number of days, individuals covered and scope of coverage of the benefits are examples and not suggestions. Please align the number of days and scope of coverage to align with your District's particular circumstances.]

9.01 Sick Leave Earned

- A. Calendar Year Employees: Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of twelve (12) days per contract year.
- B. School Year Employees: Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of ten (10) days per contract year.
- C. Crediting of Sick Leave: Sick leave though credited at the beginning of each fiscal year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.
- D. Part-time Employees: Part-time employees will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.

9.02 Sick Leave Use

[Editor's Note: The permissible reasons for sick leave are at the discretion of the Board. The highlighted language in yellow is meant to roughly align with the terms of the Wisconsin Family and Medical Leave Act [WFMLA]. Such provisions do not need to be included but are optional benefits. For example, an employer could choose, outside of the parameters of the WFMLA, to allow sick leave to be only used for an employee's personal illness.]

- A. Sick leave shall be paid for any absence from work due to the:
 - 1. Personal illness, injury or serious health condition of the employee;
 - 2. Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a 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. Employees qualifying for leave under either, or both the Wisconsin Family and Medical Leave Act or the federal Family and Medical Leave Act due to a serious health condition of a spouse, child (where use of sick leave is not otherwise permitted under this section of the Handbook), domestic partner or parent may, while concurrently using leave under either or both Acts, use no more than ten (10) sick leave days per year to maintain their regular compensation that is in addition to insurance continuation benefits that are mandated under the Acts. Year, as used in this paragraph is defined as **[insert definition]**, which shall be the same as the year defined for purposes of the District's administration of the **[insert state or federal]** Family and Medical Leave Act.

[Editor's Note: A "year" under the Wisconsin FMLA is the calendar year, and the District has discretion in determining the definition of "year" under the federal FMLA. In the previous paragraph, the District may wish to align the sick leave days per year with the "school year" or "fiscal year," in which case the second sentence in subsection 3 could be deleted. Alternatively, the first sentence above could remain the same, and the second sentence could read as follows: "Year" is defined as July 1 through June 30.]

4. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.

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

1. **Child:** means a natural, adopted, foster or treatment foster child, child of a domestic partner, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 9.02, A (3), all definitions in this paragraph apply except for age eighteen (18).
2. **Parent:** means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse or domestic partner.
3. **Spouse:** means the person to whom an employee is legally married.
4. **Serious Health Condition:** means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
 - a. Inpatient care in a hospital, nursing home, or hospice.
 - b. Outpatient care that requires continuing treatment or supervision by a health care provider.
5. **Domestic Partner:** means a relationship between two (2) individuals that satisfies all of the following:
 - a. Each individual is at least eighteen (18) years old and otherwise competent to enter into a contract.
 - b. Neither individual is married to, or in a domestic partnership with, another individual.
 - c. The two (2) individuals are not related by blood in any way that would prohibit marriage under § 765.03, Wis. Stats.
 - d. The two (2) individuals consider themselves to be members of each other's immediate family.
 - e. The two (2) individuals agree to be responsible for each other's basic living expenses.
 - f. The two (2) individuals share a common residence. Two individuals may share a common residence even if any of the following applies:
 - 1). Only one of the individuals has legal ownership of the residence.
 - 2). One or both of the individuals have one or more additional residences not shared with the other individual.
 - 3). One of the individuals leaves the common residence with the intent to return.

- C. **Sick Leave Increments:** Sick leave may be allowed in increments of ***[insert shortest period of leave allowed for any other non-emergency purpose, e.g. full day, one-half day, two hours, one hour, etc.]***.

Additional resources Wis. Stats. § 40.02(21d), § 103.10

9.03 Sick Leave Accumulation

Sick leave for employees hired before July 1, 2011 will accumulate for full-time and part-time employees to a maximum of *[insert number]* days *(xx)*. Sick leave for employees hired on or after July 1, 2011 will accumulate for full-time and part-time employees to a maximum of *[insert number]* days *(xx)*.

9.04 Sick Leave and Long-term or Short-term Disability

In the event an employee becomes eligible for benefits under the District's short term or long-term disability insurance program, referred to in *[insert reference]*, the employee will no longer receive paid sick leave.

9.05 Overused Sick Leave

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

9.06 Reporting Procedure – Doctor’s Certificate

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

9.07 Holidays during Sick Leave

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

9.08 Sick Leave Listing

At least once per year, each employee shall receive a report summarizing his/her sick leave and vacation usage [if applicable] during the previous employment year.

SECTION 10. JURY DUTY LEAVES

[Editor’s Note: IMPORTANT! The sample provisions contained in this section, section 10, are provided as general information and as a service to WASB Employee Handbook subscribers. The number of days and scope of coverage of the benefits are examples and not suggestions. Please align the number of days and scope of coverage with your District’s particular circumstances.]

10.01 Jury Duty Leave

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

10.02 Employee Notice

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

10.03 Payment for Time Out on Jury Duty

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

SECTION 11. BEREAVEMENT LEAVE

[Editor's Note: IMPORTANT! The sample provisions contained in this section, section 11, are provided as general information and as a service to WASB Employee Handbook subscribers. The number of days, individuals covered and scope of coverage of the benefits are examples and not suggestions. Please align the number of days and scope of coverage with your District's particular circumstances.]

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

In the event of death in an employee's immediate family, the employee shall be allowed per occurrence up to **[insert number of]** day(s) off work with pay (if the employee has sick leave available). Such days shall be deducted from the employee's accumulated sick leave or, if no sick 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. The definitions of "parent," "spouse," "child," and "domestic partner" (if applicable) shall be the same as those contained in Part I, Section 9.02 B.

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

Employees shall be granted **up to [insert number of]** day(s) with pay (if sick leave is 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 if no sick leave is available, taken without pay.

11.03 Additional Bereavement Leave

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

11.04 Part-time Employee

Part-time employees will receive bereavement leave 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.

11.05 Bereavement Leave Increments

Bereavement leave may be allowed in increments of **[insert shortest period of leave allowed, e.g. full day, one-half day, two hours, one hour, etc.]**.

SECTION 12. PERSONAL LEAVE

[Editor's Note: IMPORTANT! The sample provisions contained in this section, section 12, are provided as general information and as a service to WASB Employee Handbook subscribers. The number of days and

scope of coverage of the benefits are examples and not suggestions. Please align the number of days and scope of coverage with your District's particular circumstances.]

12.01 Personal Days Provided

- A. Calendar Year Employees: Employees shall be entitled to up to **[insert number]** days of personal leave each employment year.
- B. School Year Employees: Employees shall be entitled to up to **[insert number]** days of personal leave each employment year.
- C. A “day” of personal leave is defined the same as a “day” of sick leave and may be used in the same increments as sick leave.

12.02 Reasons for Personal Leave

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

12.03 Personal Leave Day Restrictions

Personal leave days shall not be used to extend a holiday, vacation, or school recess period. The personal leave day will not be granted during the first or last week of a semester, on a parent-teacher conference day or on an in-service day. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. Personal leave shall not be used as vacation or to engage in activities for which the employee will receive compensation from any source. Compensation shall not include payment or reimbursement of expenses. In addition, personal leave shall not be used to attend Association membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.

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

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

12.05 Part-time Employees

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

12.06 Personal Leave Increments

Personal leave may be allowed in increments of **[insert shortest period of leave allowed, e.g. full day, one-half day, two hours, one hour, etc.]**.

SECTION 13. UNIFORMED SERVICES LEAVE

13.01 Uniformed Services Leave of Absence

The following paragraphs implement certain aspects of the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). While USERRA applies to most types of service within the “uniformed

services,” these provisions are not intended to diminish any additional rights and benefits provided by other state and federal laws. Further, in limited situations where USERRA may not be applicable (e.g., for certain state call-ups of the National Guard), other laws and/or District policies may apply and provide an employee different rights and benefits.

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

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

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

National Guard service under authority of state law (i.e., certain state call-ups) and service performed in the Commissioned Corps of the National Oceanic and Atmospheric Administration (NOAA), the Civil Air Patrol, and the Coast Guard Auxiliary are not protected by USERRA. If an employee notifies the District of a need for leave under these non-USERRA scenarios, the District will apply the relevant provisions of federal or state law (e.g., within Chapter 321 of the state statutes) or District policy.

13.02 Length of Service during Uniformed Services Leave

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

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

- A. Active duty and active duty for training;
- B. Initial active duty for training;
- C. Inactive duty training;
- D. Full-time National Guard duty;
- E. Absence from work for an examination to determine a person’s fitness for any of the above types of duty;
- F. Funeral honors duty performed by National Guard or Reserve members;
- G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service.

13.03 Notice of Uniformed Services Leave

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

The employee is required to give the notice of service in advance unless giving such notice is (1) prevented by military necessity, or (2) otherwise impossible or unreasonable under the circumstances. An employee is

expected to provide the notice as far in advance as is reasonable under the circumstances. When it is feasible to give 30-days' advance notice prior to leaving employment, the district will consider at least 30-days' notice to be reasonable. Whenever possible, the request should be accompanied by a copy of the employee's military orders.

13.04 Returning to Work after a Uniformed Services Leave

[Editor's Note: As a general rule, an eligible employee is entitled to reemployment in the job position that he or she would have attained with reasonable certainty if not for the absence due to uniformed service – i.e., a position that reflects with reasonable certainty the pay, benefits, seniority, and other job prerequisites that he or she would have attained but for the period of service. However, depending upon the circumstances (e.g., the length of leave, the employee's qualifications, any disability, etc.), the district may have the option, or be required, to reemploy the employee in a different position. Further, depending on the circumstances, the applicable criteria may cause an employee to be (1) reemployed in a higher or lower position, (2) reemployed in a different shift or location, (3) laid off, or (4) terminated.]

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

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

- A. The employer received advanced notice of the leave as required by section 13.03 of this handbook and by applicable federal law;
- B. Subject to limited exceptions specified in federal law, the employee has no more than five years of cumulative uniformed service away from the district;
- C. The employee must not have received a disqualifying discharge or other-than-honorable separation from service. If requested by the district in connection with a period of service exceeding 30 days, the employee must provide the district with documentation that establishes the employee's entitlement to reemployment (provided such documentation is readily available); and
- D. The employee must return to work or apply for reemployment:
 1. For leaves of 1 to 30 days, return to work no later than the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location and an 8-hour rest period.
 2. For leaves of 31 to 180 days, the employee must apply for reemployment (written or verbal) with the district no later than 14 days after the completion of service. If it is impossible or unreasonable for the employee to apply within 14 days through no fault of his or her own, he or she must submit the application no later than the next full calendar day after it becomes possible to do so.
 3. For leaves of more than 180 days, the employee must apply for reemployment (written or verbal) no later than 90 days after completion of service.
 4. The reporting or application deadlines are extended for up to two years for employees who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service.
 5. The employee's reemployment rights are not automatically forfeited if he or she fails to report to work or to apply for reemployment within the required time limits. In such cases, the employee will be subject to the district's rules governing unexcused absences.

13.05 Benefits during Uniformed Services Leave

[Editor's Note: USERRA requires that employers continue health benefit coverage and make the same premium contribution that would have been made if the employee continued working for leaves of up to 31

days. For leaves of longer duration, the employee may elect to continue the health benefit, and the district may charge the employee the cost of the premium and a 2% administrative fee.]

- A. **Health Benefits:** Employees with coverage under the district health benefit plan on a uniformed service leave of absence of 30 days or less will continue to receive health benefits with the employee contributing no more than he or she would have paid if still employed. For leaves exceeding 30 days, employees with coverage under the district health benefit plan may elect to continue coverage for up to 24 months. Employees electing to continue coverage will be required to pay 102% of the cost of the health benefit plan. Employees returning from leave who did not continue their health benefits or who took leave for more than 24 months will be reinstated in the health benefit plan upon reemployment, generally without any waiting periods or exclusions except for any service-related illnesses or injuries.
- B. **Wisconsin Retirement System:** Employees may receive service credit and Wisconsin Retirement System (WRS) contributions related to uniformed services leave when an employee leaves a WRS-covered position with the district for active military duty and returns to the district within the time frame specified in section 13.04 of this handbook.

Upon reemployment, the employee is responsible for paying any missed WRS Employee-Required Contributions (EERC). The employee has the choice to make all, some, or none of the make-up EERC related to the military leave. The district will submit WRS Employer-Required Contributions (ERRC) to match the EERC the employee chooses to make. The district will also fund any additional obligations, including interest that would have accrued on the ERRC and EERC, once those contributions are remitted. USERRA allows for make-up EERC to the WRS to be made beginning with the date of reemployment and ending on the earlier of three times the period of military service or five years, provided the employee continues to be employed by the district. The required WRS contributions are based on the earnings the employee would have made had the employee not been absent from work to fulfill obligations in the uniformed services.

See "Additional Resources."

SECTION 14. UNPAID LEAVES OF ABSENCE

[Editor's Note: IMPORTANT! The sample provisions contained in this section, section 14, are provided as general information and as a service to WASB Employee Handbook subscribers. The number of days and scope of coverage of the benefits are examples and not suggestions. Please align the number of days and scope of coverage with your District's particular circumstances.]

Editor's Note: The EEOC's interpretation of the ADA finds an extended leave and/or a partial leave beyond FMLA to be a reasonable accommodation unless the employer can demonstrate an undue hardship to its operations in granting the extended leave. In order to prevent the extended leave/partial leave from going on indefinitely the WASB suggests documenting and analyzing from the beginning of the leave the hardship imposed on the education program and the district's operations by the employee's absence.

"Reasonable accommodation" as defined by the Americans with Disabilities Act (ADA) may require employers to provide employees with disabilities with "reassignment to a vacant position" when the employee cannot be accommodated in his or her current position. The ADA mandates that an employer appoint employees with disabilities to vacant positions for which they are qualified, provided that such accommodations would be ordinarily reasonable and would not present an undue hardship to the employer. EEOC v. United Airlines, No. 11-1774 (7th Cir. 2012)

14.01 Medical Leave

- A. **Application Procedures:** All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the date that other available leave (FMLA, accumulated sick leave, etc.) would be exhausted. Such application will be reviewed and processed by the District Administrator and will be granted or denied in his/her sole

discretion. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose. The request must be accompanied by a physician's statement attesting to the medical condition(s), work limitations, and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year from the date the employee last performed work for the District. Unpaid leave may be granted in shorter increments than the above-state maximum total lengths, and then reviewed as necessary for a possible extension. The above-stated maximum total unpaid leave periods may be extended, if necessary, to comply with state and/or federal law.

Editor's Note: If your school district has 15 or more employees, the WASB recommends that you include the following paragraph on all forms that require medical information (e.g., FMLA medical certification or fitness-for-duty forms, medical certification of disability under the ADA, etc.):

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by GINA. Accordingly, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information" includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. An exception to the prohibition outlined in this paragraph is family medical history for situations in which the employee is asking for leave to care for a family member with a serious health condition (e.g., under the Family and Medical Leave Act).

[Editor's Note: The WASB reminds districts to maintain employee medical records, including genetic information regarding an employee, separately from an employee's other personnel records. See, e.g., 29 C.F.R. § 1635.9.]

B. Benefits During Periods of Time Covered Exclusively by Unpaid Medical Leave:

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

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

The employee shall be eligible to return to duty from an unpaid medical leave of absence provided:

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave (as provided above).
 2. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certifications
 3. Requests to return to work prior to the designated expiration date of a term of approved unpaid leave (e.g., due to an unexpectedly accelerated recovery) will be evaluated on an individualized basis, but must always be supported by a physician's certification as described above.
- D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.
- E. Interaction with Family and Medical Leave Provisions: The term (i.e., length) of any approved unpaid medical leave shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

14.02 Child Rearing Leave

[Editor's Note: Child rearing leave is covered by the Family Medical Leave Act. The following provisions provide example language for child rearing leave, but please note that some of the provisions would grant child rearing leave in excess of that required by the FMLA. If you have questions as to your district's obligation to grant FMLA leave for child rearing purpose, please contact one of WASB's staff counsels or your district's legal counsel.]

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least **[insert number of days]** days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose.
- B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited as follows:
1. Child born or adopted during the summer vacation – the following **two** semesters.
 2. Child born or adopted during the first semester – the balance of that semester **plus the second semester.**
 3. Child born or adopted during the second semester – the balance of that semester **plus the first semester of the following school year.**
- Shorter leave and/or an early return from the leave shall only be upon the mutual agreement of the employee and the Board.
- C. Benefits during the unpaid child rearing leave:
1. The child rearing leave is an unpaid leave.
 2. During the unpaid child rearing leave, the employee may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not

received by the due date established by the District, the employee's insurance coverage shall be terminated.

3. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.
- D. Return from the Unpaid Child Rearing Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee 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 and/or reduction in force, whichever is applicable.
- E. Interaction with family and medical leave provisions: The term (i.e., length) of any approved unpaid child-rearing leave shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

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

- A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least **insert number of days** days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose.
- B. Benefits During Leave:
 1. Length of service and other benefits shall not accrue during such leave.
 2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the due date established by the District, the employee's insurance coverage shall be terminated.
 3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
- C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee 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.

SECTION 15. BENEFITS APPLICABLE TO ALL EMPLOYEES

[Editor's Note: IMPORTANT! The sample provisions contained in this section, section 15, are provided as general information and as a service to WASB Employee Handbook subscribers.]

[Editor's Note: The delineation of the following benefits is not a recommendation to provide the following benefits or benefit levels, but rather as an example of language on these particular items. Therefore, if your

district does not currently provide one or more of these benefits and does not intend to offer these benefits upon the adoption of this handbook, the following provisions as to those specific benefits are optional.

15.01 Cafeteria Plan/Flexible Spending Account

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

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

Effective January 1, 2018: An employee may designate, under the flexible reimbursement plan/cafeteria plan, a maximum of two thousand six hundred fifty dollars (\$2,650) of eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year.

[Editor's Note: Employers may choose a lesser amount than \$2,650; however, the maximum amount allowable under this provision (IRC § 105) is \$2,650 per plan year.]

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

15.02 Dental Insurance

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

15.03 Health Insurance

[Editor's Note: Insert other health insurance conditions that are applicable to all District staff that are eligible for insurance.]

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

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

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

15.04 Health Risk Assessment and Health Survey Assessment

[Editor's Note: The following is an optional item if the District implements a health risk assessment/health survey assessment.]

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

- A. The health risk assessment consists of a screening process that includes blood pressure checks, height and weight to determine BMI, cholesterol tests and blood glucose tests, the results include glucose, triglycerides, HDL and LDL levels and the employee's ratio. In addition, the employee receives a computerized personal wellness profile to provide a comprehensive health assessment. The District may modify the requirements at any time. The Health Survey Assessment is attached and/or may found at [\[insert link\]](#).
- B. The employee is responsible for the cost of the health risk assessment OR The District will pay the full cost of the health risk assessment. The Health Risk Assessment and the Health Survey Assessment must be completed every year and is the responsibility of the employee if he/she desires to have the reduced health insurance premium contribution as set forth below. The District will pay the full cost of the District approved Health Survey Assessment. The Health Survey Assessment will be administered on the same schedule as the Health Risk Assessment.

[Editor's Note: The District may choose to pay the full cost, a portion of the cost or none of the cost of the risk assessment and/or the survey assessment.]

- C. The eligible employee, including those employees on the Alternative Benefit Plan under section [\[insert reference\]](#), will have to select whether to participate in the Health Risk Assessment and Health Survey Assessment on or before [\[insert date\]](#). Employees with pre-existing medical conditions may be exempt from portions of the Health Risk Assessment based upon certification from the employee's physician that the employee cannot complete that portion of the Health Risk Assessment due to the employee's pre-existing medical condition. The employee is still obligated to complete the other portions of the Health Risk Assessment and the Health Survey Assessment in order to receive the lesser insurance premium contribution. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.
- If the Health Risk Assessment is not completed by [June 1st](#) the employee will be responsible for the health insurance contribution at the higher rates [\[as set forth in reference\]](#) effective [\[insert date\]](#) if the employee is enrolled in the District's health insurance. If the Health Risk Assessment is not completed by [\[insert date\]](#) the employee will have his/her alternative benefit plan cash payment reduced by [\[as set forth in reference\]](#) per month effective July 1st if the employee is enrolled in the District's alternative benefit plan.
- D. New employees have [thirty \(30\)](#) calendar days to select whether to participate in the Health Risk Assessment and Health Survey Assessment. After committing to participate, the new employee will have [ninety \(90\)](#) calendar days to complete the H Health Risk Assessment and Health Survey Assessment. Thereafter, the employee will follow the Health Risk Assessment and Health Survey Assessment schedule as stated above.
- E. The District will be responsible for contacting a health provider and arranging the Health Risk Assessment and Health Survey Assessment for the employees. The District will offer the assessment on-site at times and dates convenient for the employees. An employee may schedule an appointment for the Health Risk Assessment off-site directly with the health provider chosen by the District.
- F. The only information that the District will receive from the health provider is whether the employee did or did not take the Health Risk Assessment and Health Survey Assessment.

15.05 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.](#)

15.06 Life Insurance

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

15.07 Long-Term Disability

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

15.08 Short-Term Disability

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

15.09 Wisconsin Retirement System (WRS) Contributions

The Board shall contribute the employer's share. 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.

15.10 Defined Benefit or Defined Contribution Post-Employment Benefit

[Editor's Note: The following is an optional paragraph if the District offers either an additional post-employment benefit to all employees or if the District offers a separate benefit to one or more employee groups in lieu of the Wisconsin Retirement System.]

[Editor's Note: Under the Budget Repair Bill/2011 Wisconsin Act 10: A participant would be required to make an employee contribution in an amount equal to one-half of all actuarially-required contributions for a defined benefit pension plan.]

[insert terms, if applicable]

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

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

- A. Employees who choose the ABP option will be required to sign up by August 1 and commit to this change to be effective the following September 1.

In order to access the ABP benefit the employee must also provide reasonable evidence of (1) the employee declining to enroll in the employer-sponsored coverage and (2) the employee providing reasonable evidence that the employee and all other individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year or years that begin or end in or with the employer's plan year to which the opt-out arrangement applies (employee's expected tax family) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through the Marketplace) during the period of coverage to which the opt-out arrangement applies.

- B. In order for this provision to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.
- C. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit

by providing the participating employees with written notice of not less than **sixty (60)** days and an “open enrollment” opportunity to enroll in the group health insurance plan.

- D. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.
- E. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan in section 15.01 between:
 - 1. Participation in the District’s health plan, with the premium payment specified in the applicable part of the *Handbook* covering such employees, or
 - 2. A cash payment equal to the amount listed in the applicable part of the *Handbook* covering such employees.
- F. Cash Compensation: The cash contribution dollar amount shall be equal to:

School Year	ABP Annual Amount
[insert year]	\$XXXX.XX

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. **Part-time employees who are employed at fifty percent (50%) of more of a full-time contract who selects the cash compensation shall receive a pro-rated amount of the District’s contribution based upon the part-time employee’s percentage of full-time employment.**

- G. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the teacher’s payroll check.
- H. **Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.**
 - 1. **An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee shall be permitted to change the TSA amount or vendor up to [insert number] per calendar year provided he/she provides the District with at least thirty (30) calendar days’ notice.**
 - 2. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.

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

- I. Beginning Eligibility Date for Alternative Benefit Plan Payments:
 - 1. New Employees. Payments shall be based on the employee’s eligibility date. For new employees, this constitutes the employee’s first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee’s first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (January 1) However, the District will use the same rule for contributions as for health insurance payments; if the employee’s first date of active service is after the 15th of

the month, no ABP contributions is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.

2. **Current Employees.** Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception [such as an employee getting married, loss of spouse coverage, etc.], employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

15.12 COBRA Law Continuation of District Health Plan Participation

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

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

**Note:* The second event can be a second *qualifying* event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.
- D. **Premium Cost & Payment:** The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for

COBRA coverage changes during an employee's participation, the employee will be notified of the new premium in writing prior to its due date.

- E. **Termination of Coverage:** Employee continuation coverage may be terminated automatically if:
1. The employee fails to make a monthly premium payment to the District on time;
 2. The employee obtains similar coverage through a different employer;
 3. The employee becomes eligible for Medicare and converts to an individual policy;
 4. The District terminates its health plan;
 5. The employee's guaranteed continuation period expires.

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

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

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

SECTION 16. WORK STOPPAGE

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

SECTION 17. CONFORMITY TO LAW

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

SECTION 18. QUALITY IMPROVEMENT COMMITTEES

[Editor's Note: Section 18 contains optional paragraphs and may only be instituted for employee groups who are not represented by a labor organization that has the ability to collectively bargain over the issues brought forward by the Quality Improvement Committee. Please be aware of open meeting law implications for these committees if they are deemed to be governmental bodies.]


18.01 Quality Improvement Committee – Professional Employees

The Professional Personnel Quality Improvement Committee is made up of representatives from professional staff in the District. The goals of this committee are to foster better understanding of the various departments, to

provide a forum for voicing concerns and ideas of the professional staff to the administration, and to recognize outstanding employees from the various departments. The District shall select the representatives after receiving input from the staff.

18.02 Quality Improvement Committee – Support Staff

The Educational Support Personnel Quality Improvement Committee is made up of representatives from educational support staff in the District. The goals of this committee are to foster better understanding of the various departments, to provide a forum for voicing concerns and ideas of the educational support staff to the administration, and to recognize outstanding employees from the various departments/job categories. The District shall select the representatives after receiving input from the staff.

A decorative graphic element consisting of two thick, dark green, curved lines that intersect in the center, forming a shape reminiscent of a stylized 'X' or a bridge. The lines have a slight gradient and a drop shadow effect.

***Part II –
Staff With Individual
Contracts Under Section
118.21, Wis. Stats., and
Professional / Exempt
Non-Supervisory
Employees***

[Note: Part II does not cover employees licensed under § 118.24, Wis. Stats. (Administrative Personnel) or supervisory personnel not issued contracts under § 118.24, Wis. Stats.]

See "Additional Resources."

INSERT

School District Teacher Contract

[Editor's Note: Inclusion of this section is discretionary. The District may wish to insert a copy of the District's standard school district teacher contract. The WASB has samples for your review. Please contact WASB at 1-877-705-4422.]

Sample Summer Classes Teacher Contract

[AS AUTHORIZED UNDER § 118.04, WIS. STATS.]

[Editor's Note: Inclusion of this section is discretionary. The District may wish to insert a copy of the District's standard summer school district teacher contract to cover the provision of a contract for teachers under § 118.21, Wis. Stats teaching summer classes, a.k.a. as summer school. Summer classes is the terminology used in § 118.04, Wis. Stats. The WASB has samples for your review. Please contact WASB at 1-877-705-4422.]

Classroom Disclosure

A copy of the class disclosure and a tentative syllabus need to be available through Build Your Own Curriculum prior to the start of the semester in which the class is offered.

The syllabus is a rough outline of the topics/units that will be taught during the term of the class.

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 and signed by both 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 the same. A disclosure for each course you teach should be available in BYOC 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 this may be your first contact with the parent; make a good first impression.

B. Materials required

List the material required for your class. This may be a list of items generally used or may be a list of what is needed to 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 of the various areas. If certain activities are given on a regular basis, include this information. The more the student and parent know about how you are to assess progress, the fewer surprises later in the year.

D. Grades 9-12 include Final Exams explanation and percentage of grade. (Cannot be more than 10% of grade.)

E. Make-up / remediation procedures

If you provide for remediation, identify what is the process and obligations of the student. If you do not, include rationale as to why.

F. Classroom rules and consequences

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

G. Reference the Pirate code

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

H. Signature and return

Have both the student and a parent sign the disclosure and have this returned to you. The parent should keep the disclosure itself as a reference tool. Keep the signature slips on file throughout the year/semester. In the event of an issue of notice, the signature helps establish the teacher's attempt.

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

[Editor's Note: Three different options are provided for the nonrenewal of teaching staff. The District should select one of these basic approaches to this topic.]

[Editor's Note: IMPORTANT! For professional employees who are not covered by § 118.22, Wis. Stats. or § 118.24, Wis. Stats. the District is free to establish the standard for dismissal as set forth in Part III, section 1. Please contact WASB for more information at 1-877-705-4422 or your local District counsel.]

1.01 Standard for Nonrenewal for Teachers

[Editor's Note: Choose Option A, Option B, or Option C. Note that "Option A" creates additional job security rights that are not required by law for non-probationary employees.]

*Option A:

- A. Probationary Employee: A probationary teacher may be non-renewed during their probationary period for any reason, and such nonrenewal will not be subject to the grievance provisions of this *Handbook* or in *[insert reference to District Policy on grievance procedure]* unless such non-renewal is due to the employee's failure to meet the District's performance expectations. All other nonrenewals shall be exclusively subject to the provisions of section 118.22, Wis. Stats.
- B. Non-Probationary Employee: After completing the probationary period, the following procedure for nonrenewal applies:
 - 1. A non-probationary teacher who has not been placed on a plan of assistance under the District's evaluation procedures for all or part of three (3) consecutive semesters may only be non-renewed for just cause.
 - 2. A non-probationary teacher who has been placed on a plan of assistance under the District's evaluation procedures for all or part of three (3) or more consecutive semesters may be non-renewed for reasons that are not arbitrary or capricious.

*Option B:

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in section 118.22, Wis. Stats.

*Option C:

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.

1.02 Length of Probationary Period for Teachers

[Editor's Note: IMPORTANT! This section is only applicable if the District chooses "Option A" in section 1.01, above.]

- A. All teachers new to the District who possess a Tier I or Tier II license under Chapter PI 34 of the Wisconsin Administrative Code at the time of hire shall serve a five (5) year probationary period.

1.03 Standard for Discipline and Termination

*Option A – Based upon historic Wisconsin Employment Relations Commission analysis.

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

- A. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and

B. Reasonableness of the penalty: The particular discipline or termination imposed by the District is reasonable.

***Option B – Based upon Wisconsin Supreme Court Decisions.**

Editor's note: See Curkeet v. Joint School District (1914), 159 Wis. 149, N. W. 708, and Millar v. Jt. School District No. 2, 2 Wis. 2d 303 (1957).

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

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

1.04 Benefits during Probation

Only available under Option A in section 1.01 above.

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

1.05 Benefits for Non-Probationary Employees

IMPORTANT: This section is only applicable if the District chooses "Option A" in section 1.01, above.

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

1.06 Representation

In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, the 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 work place if immediate action is required.

1.07 Disciplinary Materials

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

1.08 Termination of Employment

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

- A. If the employee is discharged pursuant to section 1.03.
- B. If the employee quits his/her employment.
- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.

D. If the employee retires.

Teachers who decide to leave employment with the District may be asked to complete a Staff Exit Information Form.

SECTION 2. PROFESSIONAL HOURS/WORKDAY

2.01 Normal Hours of Work

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act.

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

Teachers are expected to spend an eight-hour day in the school building and are expected to be in or by their rooms by 7:45 a.m. To encompass the student day, this time would be maintained between the hours of 7:30 a.m. and 3:45 p.m. The eight hours to be worked is flexible with each teacher within that time frame. Teachers are to notify the principal at the beginning of the school year which eight-hour time frame they plan to use on a regular basis. Administration has discretion to modify work hours as necessary.

If a teacher accepts a voluntary assignment during his/her duty-free lunch period, he/she will be compensated at the rate of *[insert amount]* dollars (*\$xx.xx*) per lunch period.

[Editor's Note: Exempt administrative, executive and professional employees are not subject to the minimum wage and overtime requirements of the FLSA if they are paid on a salary basis. The salary basis requirement imposes some restrictions on the employer's ability to dock an exempt employee's pay for unpaid absences, discipline or other reasons. Teachers are exempt professional employees who are not subject to the minimum wage and overtime requirements of the FMLA even if they are not paid on a salary basis. See 29 CFR 541.303. Attorneys are subject to a similar exemption. Other school professional, administrative and executive employees must be paid on a salary basis to not be covered by the overtime and minimum wage requirement. The following language describes the circumstances under which exempt school employees, other than teachers and attorneys, may be docked in pay consistent with the FLSA salary basis requirement. While school districts are not required to follow these procedures for teachers, they are included here as optional language, in recognition of the desire that many districts will have to apply the same salary docking rules to teachers, administrators and other exempt employees.]

Limitations on the docking of pay of exempt employees:

- A. Exempt employees need not be paid for any workweek in which they perform no work and use no accrued paid leave. See 29 CFR §541.602(a).
- B. Deductions from pay may be made when an exempt employee is absent from work and does not use accrued paid leave for one or more full days for personal reasons, other than sickness or disability. See 29 CFR §541.602(b)(1).
- C. Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with a bona fide plan, policy or practice of providing accrued paid leave for such sickness or disability and where the employee has exhausted such leave. See 29 CFR §541.602(b)(2).
- D. While an employer cannot make deductions from pay for absences of an exempt employee occasioned by jury duty, attendance as a witness or temporary military leave, the employer can offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of the exemption. See 29 CFR §541.602(b)(3).

- E. Deductions from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules. Such suspensions must be imposed pursuant to a written policy applicable to all employees. See 29 CFR §541.602(b)(5).
- F. An employer is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Federal or Wisconsin Family and Medical Leave Acts. Rather, when an exempt employee takes unpaid leave under either Family and Medical Leave Act, an employer may pay a proportionate part of the full salary for time actually worked. See 29 CFR §541.602(b)(5).
- G. Exempt employees who are eligible to accrue sick, personal and other paid leave who take leave for personal reasons or because of illness or injury of less than one work day may have their pay docked when such accrued leave is not used by the employee because:
 1. Permission for its use has not been sought or has been sought and denied;
 2. Accrued leave has been exhausted; or
 3. The employee chooses to use leave without pay.
- H. It is the policy of the *[insert district name]* school district that improper pay deductions from the salary of exempt employees under the federal Fair Labor Standards Act as specified in board policy, this handbook and 29 C.F.R. § 541.602 are prohibited. Employees are to promptly report any improper pay deductions to *[insert name or office responsible for resolving improper pay deduction questions]*. Employees who have had improper deductions made from their compensation will be promptly reimbursed. See 29 CFR §541.603(d).

2.02 Administratively-Called Meetings

Staff Meetings: Teachers are required to attend all mandatory administratively-called staff meetings. Administratively-called meetings may begin **thirty (30) minutes** before the normal workday begins or go **thirty (30) minutes** later than the end of the normal workday. The 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.

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.

2.03 Supervision

Each teacher is responsible for the supervision of the students assigned to his or her classroom and as indicated by the class schedule. No student or group of students should be left unsupervised at any time. Call for assistance in a time of need.

Corridors

You are to be stationed by your door during passing periods where you can observe both your room and the corridors. While there, you are to supervise students' behavior in the corridors. Slamming of lockers, shouting, running, throwing paper, fighting, etc., are not to be tolerated. Should you detain a student for discipline for a hall problem, please issue a pass to their next class.

Assembly Programs/Pep Fests

All teachers are to attend programs and Pep Fests during the school day when your assigned classes are attending such programs. You are to sit with the students so that you can provide supervision. You are as much

responsible for the supervision of students during assemblies as if you had these same students in your class during that time.

2.04 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.

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

2.06 Professional Hours

[Editor's Note: The following is an optional "hours" definition – "Professional Hours."]

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

An example of this would be as follows: An employee has a preparation period from 10:35 a.m. to 11:20 a.m., Monday through Friday. The employee would be free to take professional hours for the time period between 10:35 a.m. and 11:20 a.m. unless an administratively called meeting was designated during that time period. The employee is free to work during that forty-five (45 minute) period as regularly scheduled or he/she is free to take those forty-five (45) minutes off from employment provided he/she has completed his/her regularly assigned duties and has met the needs of his/her student(s).
- D. It is not the intent of the professional hours section to require more or fewer meetings and conferences, nor is it the intent to have teachers present only in the classroom during instructional time and disregard their normal teaching responsibilities.

2.07 Flexible Scheduling during Workweek

An employee may request a change in his/her weekly work schedule. The request for a change in the employee's weekly work schedule shall be made at least one (1) week in advance of the proposed change.

unless circumstances allow for a shorter notice period. The request shall be filed with the employee's immediate supervisor. The immediate supervisor shall have the authority to grant or deny the employee's request in his/her sole discretion. The scheduling of hours of work under the flexible work schedule is at the sole discretion of the administration. All hours of work under a flexible work schedule agreement must be completed within one pay period as defined in section [\[insert link\]](#) above. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime or flexible professional hours.

2.08 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.

2.09 School Calendar

The school calendar shall be determined by the Board. The calendar consists of [\[insert number of scheduled\]](#) days. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board.

2.10 In-Service and Other Training

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

2.11 Volunteers

Prior to volunteering in your classroom, volunteers are required to have a Volunteer Registration form on file in the office. When volunteering, the parent/adult will sign in at the office and be issued a badge to be worn during their time as a volunteer.

SECTION 3. PROFESSIONAL GROWTH

3.01 Requirement to Remain Current

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

3.02 Professional Reimbursement Program

[Editor's Note: Insert professional development reimbursement language (e.g., credit reimbursement, loan repayments, etc.), if any, in this section.]

SECTION 4. GENERAL PROVISIONS

4.01 Field Trips

Prior to making plans for a field trip, teachers should clear the trip with the assistant principal and conflicts checked with the calendar administrator.

The written request for a field trip must be submitted to the assistant principal as soon as the details are worked out and at least ONE WEEK prior to the date of the contemplated trip in order to arrange for bussing. In the junior-senior high school, a list of all students involved should be given to the office and teaching staff at least THREE (3) days prior to the trip.

4.02 Grading Policy (7-12)

Letter grades are recorded on report cards and permanent record cards. Semester grades are used in determining scholastic averages and rank in class for grades 9-12. Assigning the listed numerical values to each letter grade and averaging for each grading period will determine class rank and honor roll. The following scale shall be adhered to for all grading:

100-95	A	4.0	82-79	C	2.0
94-93	A-	3.668	78-77	C-	1.668
92-91	B+	3.334	76-75	D+	1.334
90-87	B	3.0	74-72	D	1.0
86-85	B-	2.668	71-70	D-	.668
84-83	C+	2.334	69/below	F	0

"I" indicates incomplete...student has not completed required work for class and will have time to make it up one week from the last day of the quarter.

SECTION 5. TEACHER SUPERVISION AND EVALUATION

[Editor's Note: Please contact WASB for sample evaluation procedures.]

5.01 General Provisions

The basic purpose of teacher evaluation in the Cochrane-Fountain City School District is to improve instruction. The primary objectives of the evaluation program are:

- To help teachers improve their effectiveness in the performance of their duties.
- To establish specific goals to stimulate improvement and professional growth.
- To help teachers gain a better understanding of the duties and responsibilities of their contractual obligations.
- To identify leadership qualities and potential.
- To help teachers identify their own strengths and possible areas of further growth.

Evaluation of teacher performance must be a cooperative and continuing process designed to improve the quality of instruction. C-FC participates in the WI DPI Educator Effectiveness Model. Please see the Employee Manual for more information. All professional employees are involved in the evaluation process. The teacher shares with those who work with him/her the responsibility for evaluating his/her own teacher performance and maintaining professional standards and attitudes as they relate to educating children.

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

A. “Day” and “Days”: The words “day” and “days” in this article mean working school days, excluding holidays, weekends, etc.

B. “Continuing Teacher”: A continuing teacher is a teacher who has taught at least **[insert three or five years – see optional probationary period]** in the District under a full-time or part-time regular teaching contract.

C. New-to-the-System Teacher: A new-to-the-system teacher is a teacher who has taught fewer than **[insert three or five years – see optional probationary period]** in the District under a full-time or part-time regular teaching contract.

5.02 Evaluators

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

5.03 Evaluation Process – Conditions for All Employees

[Editor’s note: Section 121.02(1)(q), Wis. Stats. requires that each school board shall evaluate in writing, the performance of all certified school personnel at the end of their first year and at least every third year thereafter.]

A. Basic Requirements

1. Staff members covered by this Part II shall be considered “new-to-the-system teachers” during their first **[insert term – 3 to 5 years]** complete contract years in the District (under either a full-time or part-time contract).
2. Staff members subject to this Part II shall be considered “continuing employees” as of their **[insert “fourth,” “fifth,” etc.]** contract year in the District (under either a full-time or a part-time contract).
3. New-to-the-system teachers in their first year of employment in the District shall be evaluated at least **[insert “once,” “twice,” “three times,” etc.]**
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. Intensive Support: Intensive support is the supervision and evaluation procedure applied to continuing teachers whose performance has not met expectations as of the most recent evaluation conference. Intensive support is designed to improve the overall performance of a veteran teacher whose overall performance has not met expectations. Continuing teachers whose overall performance has not met expectations may, at the discretion of the District, receive intensive support or may be non-renewed pursuant to § 118.22, Wis. Stats. If in the District's discretion intensive support is offered, the process shall be as follows:

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

E. Professional Development of New-to-the-System Teachers:

[Editor's Note: If the District desires to increase the number of professional development days for a teacher in his/her initial year of employment, it must be aware of the impact that these days have on the renewal of his/her contract.]

1. Professional Development: New-to-the-system teachers may be required to spend up to the hourly equivalent of **[insert number]** 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.) The **[insert number]** days shall be planned by a joint committee composed of teachers and administrators. The teachers shall be appointed by the **[insert]**.
2. Goal Setting: New-to-the-system teachers will complete a goal setting plan each year. These goals must be submitted to the teacher's evaluator prior to the start of student-contact days. By the end of the following May, new-to-the-system teachers will perform a self-evaluation with respect to with the goals that they submitted to their evaluators at the start of the school year. The evaluator may meet with the new-to-the-system teacher to review the self-evaluation and to offer suggestions for improvement, ideas for next year's goal-setting plan (if applicable), and/or general support.

F. Mentoring: The District will provide a qualified mentor to all Tier II license holders and to applicable Tier I license holders as required by Chapter PI 34 of the Wisconsin Administrative Code. The District, in its sole discretion, may also assign a qualified mentor to new-to-the-system Tier I, Tier III, and/or Tier IV license holders who are not required to receive mentoring pursuant to PI 34.

1. Mentor Selection Process and Compensation:

- a. A continuing teacher who wants to serve as a mentor must submit a letter indicating interest by April 1 of each year. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, it may unilaterally assign a qualified continuing teacher to serve as a mentor. The District reserves the right to use qualified persons who are not District employees or continuing teachers.
- b. A continuing teacher serving as a mentor may request that the District assign him/her to a different new-to-the-system teacher and/or be relieved completely from mentor responsibilities. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days of receipt. The District Administrator will grant the request if the District Administrator, in his/her discretion, has a qualified replacement mentor. The present continuing teacher will serve as the mentor until such time as the suitable replacement is found. In the event a mentor is replaced, compensation will be prorated for the period served as a mentor.
- c. The teacher receiving mentoring may request the District to provide a different mentor. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days from receipt.
- d. The District will make a good faith effort to assign an individual mentor for each new-to-the-District teacher; however, a mentor may elect to work with more than one employee.

[Editor's Note: Mentoring compensation may logically vary depending upon whether the mentor is serving an inexperienced license holder or an experienced license holder who is new-to-the-system. If the district's compensation structure varies, those differences should be detailed below. The following table represents one way in which a district may structure mentor compensation, but it's only a sample, not necessarily a recommendation. If the district has adopted a different compensation structure for mentors, insert that structure here.]

Mentor Incentives/Compensation

Activity	Hours	Activity Cost	Cumulative Total
Beginning Teacher Orientation Day			
Weekly meetings using Collaborative Lab (bi-monthly Semester 2)			
Four Classroom Observations			
Attendance at monthly support seminars; 5 seminars x 2 hours			
Mentor Seminars			
Total Mentoring Commitment			

SECTION 6. TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS

6.01 Teacher Assignments, Vacancies and Transfers

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator and/or his/her designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her

designee, who shall give due consideration to such requests (subject to the District Administrator's or the designee's authority to assign to all positions the individual who he/she believes is the best fit).

- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted on the District's website for a minimum of [insert days]. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications required for the position.
- D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term "applicant" refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.
- E. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary due to the District's inability to fill a vacancy or a new position according to the procedures set forth above, it may, at its discretion, transfer any employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator and/or his/her designee which will include the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline under Part I, section 5 of this *Handbook*.

6.02 Employee Resignations

[Editor's Note: The following is an optional provision. If the District intends on charging liquidated damages for breach of contract, it must place the following provisions in the employee's individual contract. Please be aware of the interaction of individual contract changes and the statutory nonrenewal provisions contained in section 118.22 of the Wisconsin statutes.]

- A. The teacher's individual contract shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:
 - 1. The teacher must give the District notice that he/she intends on severing his/her contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.
 - 2. It is agreed that liquidated damages are due to the District with the sixty (60) calendar day notice of resignation as follows:
 - a. Five hundred dollars (\$500.00) if the employee's resignation is effective on or after July 1st, but before August 1st.
 - b. Seven hundred and fifty dollars (\$750.00) if the employee's resignation is effective on or after August 1st, but before the start of the school year.
 - c. One thousand dollars (\$1,000.00) if the employee's resignation is effective on or after the start of the school year.

3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by June 15th, or whose resignation is tendered and effective after the end of the school year, but before July 1st.
4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.

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

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

In the event the District chooses to waive the liquidated damages, the District shall return any damages submitted with the resignation notice to the employee.

C. Any employee involuntarily called into service by the United States government for military duty will not be assessed liquidated damages under this Section.

D. Process for Resignation and Submission of Liquidated Damages:

1. The teacher must submit his or her resignation and amount of liquidated damages in accordance with the preceding provisions.
2. The Board, at its discretion, may thereafter accept the teacher's resignation and liquidated damages and release him or her from the teaching contract.
3. The Board retains the right to refrain from releasing the teacher from his/her contract until a suitable replacement has been hired.

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

[Editor's Note: The following provision must be added to an individual contract to authorize the deduction of liquidated damages.]

"The teacher's signature below specifically authorizes the deduction of such liquidated damages from the employee's remaining paycheck(s) if the employee breaches the contract prior to the expiration date of this Agreement."

6.03 Teacher Absence and Substitutes

(General WASB Handbook Language) – When a regular teacher is to be absent from school and a substitute is needed, the teacher is responsible for calling the designated substitute service to find a substitute. If possible, such notification should be made the evening prior to the time of absence, or before 6:00 a.m. This will help to provide time for obtaining a substitute teacher.

Language copied from CFC Operations Manual – If you become ill and are unable to fulfill your regular duties, you must call the school sub line to leave a message. Please call no later than 6:15 a.m. on the morning of an absence. To access the sub line, press 809 on the prompt. On the message, please leave your name and the date of the absence. Please make arrangements for absences other than illness as soon as possible so a sub can be arranged for. You can email instructions for the substitute. Please email to both secretaries to be sure instructions are received.

In the event that you are unable to attend work and the 6:15 a.m. deadline has passed, please follow the next steps:

1. Call Amanda Adams directly at 608-738-2834.

If no answer, please leave a message and continue to step 2.

2. Call and leave a message on both the Sub Line AND Main Office line to ensure your message is received.

Teachers must have a Substitute Folder/Binder prepared for the sub. This folder/binder should be clearly labeled and include the following:

- Up-to-date Class Rosters and Seating Charts
- "How to take Attendance" instructions
- Copy of your Class Rules
- Copy of Emergency Plans
- Copy of the Phone Extensions list
- Copy of your Classroom Disclosure • Copies of the Building Evacuation Report
- 7-12 Teachers:
 - Copy of the Class Periods time schedule
 - Copy of the C-FC Junior-Senior High School Class Schedule page
- Elementary Teachers:
 - Copy of your class schedule, including room numbers/locations for "Specials" classes
- Directions for using classroom technology (i.e. "How to access to computer" (including usernames & passwords), "How to play a movie", etc.)
- "Sponge" Activities (extra worksheets/activities in the event that more class time needs to be filled)
- Any additional information you feel is necessary

In addition to the folder/binder, please leave your sub a clear lesson plan for the day. If unable to prepare ahead of time, you should email instructions to both secretaries. There is always the possibility that subs will need to be rearranged on short notice, so always leave clear and detailed instructions. If this is a pre-planned absence, make copies of any worksheets/packets/etc. they will need ahead of time.

Please inform the office of the location of your folder/binder.

6.04 Summer School Assignments

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

6.05 Extended Contracts

[Editor's Note: The following is an optional provision. If the District intends to change a provision in an individual employee's contract, it can do so only with the teacher's voluntary agreement or through the nonrenewal process. Please be aware of the interaction of individual contract changes and the nonrenewal provisions contained in section 118.22 of the Wisconsin statutes.]

Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers shall be compensated for said days at their individual contracted per diem rates of pay as per

[insert reference] for each of the extended contract days. Days may be scheduled in full or partial day increments.

6.06 Job Sharing

[Editor's Note: The following is an optional provision. If the District intends on changing the individual employee's contract, it must do so voluntarily with the employee or through the nonrenewal process. Please be aware of the interaction of individual contract changes and § 118.22, Wis. Stats. nonrenewal provisions.]

- A. **Definition:** Job sharing is defined as a voluntary program to provide the opportunity for two or more employees to share a position which will be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works. Job sharing may be allowed for reasons such as child rearing, health (member or member's family), continuing education, semi-retirement, transition to other employment, or any other reason deemed appropriate.
- B. **Approval:** Job sharing must be jointly approved by the District and the teachers who wish to participate.
- C. **Eligibility:** In order to be eligible to participate in the job-sharing program, applicants must:
 - 1. Agree to sign a one-year contract for the shared position.
 - 2. Agree to return to full-time status, or to be non-renewed, at the option of the District, in the event the shared position is eliminated or if one of the participants in the shared job is unable to continue in the shared assignment.
 - 3. Be certified to teach those subjects/grade levels required by the shared job.
- D. **Assignment:** Shared job holders will be assigned specific job responsibilities at the time the job-sharing contract is signed. The list of job responsibilities will be appended to the individual contract and minimally include, but not be limited to:
 - 1. A description of the job to be shared and the percent of full-time for which the contract is let, as well as the above provisions controlling salary, benefits, seniority, unemployment, etc.
 - 2. Allocation of preparation time and planning responsibilities between the job sharers.
 - 3. Grade reporting requirements (if different than normal).
 - 4. Faculty meeting and parent conference responsibilities.
 - 5. Extra-duty assignments and compensation.
 - 6. Any other unusual or unique working conditions which may be applicable.
- E. **Insurance Benefits**

[Editor's Note: The following should be reviewed to determine the impact that potentially providing health insurance to employees who work less than thirty (30) hours per week has on the District's overall health insurance offerings under the Affordable Care Act and its regulations.]

- 1. The District shall pay insurance premiums for each job sharer in an amount prorated in accordance to their full-time equivalency subject to the eligibility rules of the insurance carrier. The total provided shall not exceed an amount equal to the benefits for one full-time employee.
- 2. Job sharers may retain full fringe benefits purchased by payroll deduction of the difference between the District's prorated share of the premium and the full amount of the premium.

6.07 Staff In-Service Presentations - In District

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

- A. **Approval Process:** Presentations beyond the normal scope of duties will be arranged and pre-approved through the **[insert applicable administrator]** to qualify for compensation. Compensation is paid for presentations that occur within or outside of regular school hours.
- B. **Presentation Compensation:**
 1. **Planning Time:** Up to **[insert]** hours at **[insert dollar amount]** per hour or **[insert dollar amount]** total.
 2. **Presentation Time:** **[insert dollar amount]** per hour for each hour of presentation.
- C. **Repeated Session(s) Compensation:**
 1. **Planning Time:** Up to **[insert]** hours at **[insert dollar amount]** per hour or **[insert dollar amount]** total.
 2. **Presentation Time:** **[insert dollar amount]** per hour for each hour of presentation.
- D. **Multiple Presenters:** When multiple presenters are used, the above amounts may be divided amongst the presenters as determined by the District.

SECTION 7. REDUCTION IN FORCE, POSITIONS & HOURS

[Editor's Note: IMPORTANT! The District must use the nonrenewal process in § 118.22, Wis. Stats. to reduce the number of employees or to reduce the percentage of employment of an individual employee. The following provision is an example of language that uses the nonrenewal process for staff reductions for employees covered under § 118.22, Wis. Stats. For those districts in Milwaukee County, such districts may have employees who are also covered under § 118.23, Wis. Stats. For such districts the following language should be added to the District's reduction in force, positions & hours language:

"For employees whose employment is covered under §118.23, Wis. Stats. the process for reduction in staff and the reinstatement of such staff shall be covered under §118.23, Wis. Stats. and sections 6.01, 6.02, 6.03 (A, B and C), 6.04, 6.06, 6.07, 6.08, and 6.09. The Board of Education in its sole discretion may establish the qualifications for all positions in the District including those positions filled by employees covered under §118.23, Wis. Stats."

7.01 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.

7.02 Notice of Reduction

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

7.03 Selection for Reduction – Steps

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing a reduction in staff.
- B. Step Two - Volunteers: Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section must put his/her request in writing. Volunteers will be considered for non-renewal first. The District will provide the volunteer(s) with a nonrenewal notice if selected. Volunteers will be accepted by the District only if, in the District's opinion, the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District-directed nonrenewal under this section of the *Handbook*.
- C. Step Three - Selection for Reduction: The District shall select the employee in the affected grade level, department/certification area for nonrenewal.
 - 1. Grade Levels/ Departments/certification area for the purpose of this section shall be defined as:
 - a. Elementary (K-5) - Teachers from all buildings will be considered, not just the building in which the nonrenewal is necessary.
 - b. Middle School and Senior High (6-12) - Teachers will be considered for nonrenewal from with the department (see definition 3, below) in which the nonrenewal is deemed necessary. All teachers who teach two or more periods within that department will be considered for nonrenewal.
 - c. Departments: The term “department” shall mean the subject area in which the teacher taught during the current school year. Examples of departments are math, English, history, science, etc. By enumeration no restriction is placed on the number or types of departments. The number and type of departments is at the discretion of the Board.

[Editor’s Note: The following paragraphs contain two distinct options for selecting the employee for reduction. We recommend that the District establish pre-determined neutral criteria for determining the employee for nonrenewal under this section. If the nonrenewal is based upon performance, the criteria in Part II- section 1 of the Handbook should be utilized. Please contact a WASB staff counsel with any specific questions on this section. The following options may not be available to districts in Milwaukee County with employees who are covered under section 118.23, Wis. Stats. please check with the District’s legal counsel before applying such criteria to employees covered under section 118.23, Wis. Stats]

***Option A:**

The District shall utilize the following criteria for determining the employee for nonrenewal. The employee in the affected department, as defined above, with the lowest point total shall be selected for nonrenewal:

- a. Academic Training: [Numbers refer to academic credits approved by the District. The District may choose to provide that a professional educator license or master teacher provision is equivalent to a certain number of points.]

BA= 1 point	MA=	4 points
BA + 6 =	2 points	MA + 6 = 5 points
BA + 12 =	3 points	MA + 12= 7 points
BA + 18 =	4 points	MA + 18= 8 points
BA + 24 =	5 points	MA + 24= 9 points
BA + 30 =	6 points	MA + 30= 10 points
MA + 36=	11 points	

- b. Additional Qualifications: The District may award additional points for employees who have additional qualifications, for example, but not limited by enumeration to the following: mentor training, fluency in additional languages, response to intervention training, assignments as a department or grade level chair, etc.
- c. Certification: Employees with multiple certifications shall receive additional points based upon the number of, and area of certification. Such additional points shall be established by the District.
- d. Length of Service: 1 point for each year of teaching in the District.
 - 1). Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
 - 2). Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
 - 3). Length of Service List: The District will annually produce a length of service list and provide it by September 30th. Employees must raise any objections to the proposed length of service list by December 1st.
- e. Summative Performance Evaluation: Accumulated points for performance of an employee as previously and currently evaluated in the last two summative evaluations. A cumulative score is given on the four major sections on the performance evaluation instrument. A maximum of sixteen (16) points may be granted under this section.

The employee with the lowest point total will only be accepted by the District if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work.

***Option B:**

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

- a. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
- b. Qualifications as Established by the Board: Including, but not limited to specific skills, certification [if applicable], training, District evaluations, etc.
- c. Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences may include but not be limited to current and past assignment and practical experience in the area of need.
- d. Performance of the Employees Considered for Nonrenewal: Performance of the employees under consideration as previously and currently evaluated. Greater weight may be given to more recent evaluations.
- e. Length of Service of the Employee.
 - 1). Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
 - 2). Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.

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

7.04 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*.

7.05 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 II, Section 1.

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

7.06 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.

7.07 Insurance Benefits Following Nonrenewal

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

7.08 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. PROFESSIONAL COMPENSATION

[Editor's Note: IMPORTANT! If the District has a collective bargaining agreement that covers the salary schedule, please reference it in this section.]

If the District does not have a collective bargaining agreement that covers the salary schedule, the District is free to create a new compensation system, however, the District must be aware of individual contract requirements. The following provision is an example of a compensation system using a salary schedule. If you do not have a salary schedule the following provisions in sections 7.01, 7.02, 7.03, 7.04 and 7.08 should be removed.

The WASB has additional resources available in this area and is available to do consultations on the format of the compensation system [e.g. alternative compensation systems that take into account factors beyond length of service and educational attainment] and the cost calculation of any proposed compensation system.]

8.01 Salary Schedule

The basic salaries of employees covered by this *Handbook* are set forth in Appendix **[insert reference]** which is attached to and incorporated in this *Handbook*.

- A. Part-time employees will receive the salary set forth in the *Handbook* in a percentage equal to the amount of their employment.
- B. The salary schedule is based upon the regular school calendar set forth in this *Handbook*.
- C. The employee's pro-rata daily rate and pro-rata hourly rate shall be determined in the following manner:
 1. The employee's scheduled annual salary divided by the number of contracted days equals the pro-rata daily rate [extended contract or furlough days shall not be used in this calculation.] (**[insert number]** is the number of contracted days)
 2. The pro-rata daily rate divided by **[insert number]** hours per day equals the pro-rata hourly rate.

8.02 Initial Salary Schedule Placement

Three options for initial salary schedule placement:

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

***Option B** - Employees new to the District shall be placed on the salary listing in Appendix **[insert reference]** commensurate with their education and teaching experience.

***Option C** - The Board, in its sole discretion, may place newly employed employees in shortage areas at a salary that exceeds his/her actual years of service. The Board will determine what positions that it deems to be shortage areas. The Board will notify staff of its criteria for determining which positions are shortage areas upon request. No new employee in a department or grade level will be placed at a step that exceeds the step placement of a present employee(s) in that department or grade level unless the new employee has greater teaching experience than the present employee(s) in that department or grade level.

8.03 Salary Step Movement after First Year of Employment

Employees beginning employment prior to the end of the first semester who have provided satisfactory service, as determined by the District, will advance to the next step the ensuing contract year on **[insert date]** provided funds are available as determined by the District. Employees who begin employment after the end of the first semester will remain on the same step for the ensuing fiscal year. An employee may be held to the previous year's step for less than satisfactory performance. An employee may be frozen at his/her previous year's wage rate for more serious nonperformance.

8.04 Educational Lane Adjustments

[Editor's Note: Insert the process the District wishes to utilize for awarding lane movement. The following items should be included:]

- A. Accreditation: Only credits earned from an institution recognized by the North Central Association Commission on Accreditation and School Improvement Institute of Higher Education [NCA] or earned at an institution accredited by another accrediting agency recognized by the NCA, will be

eligible for movement across the salary schedule. Credit will be given on the salary schedule for non-credit workshops, and other professional development items at the discretion of the School Board and Administrator.

- B. Prior Approval: All credits intended to be used for salary schedule lane movement shall be approved by the District before the teacher enrolls in the course.
1. To qualify for the bachelor degree plus **[insert number of credits]** the teacher shall have gained the credits toward a master degree and have prior written approval of the District Administrator and/or his/her designee for each specific course. Evidence of acceptance in graduate school must be provided by the individual employee.
 2. To qualify for the master's degree schedule, an employee shall have gained the degree either in the field in which he/she is teaching or in an alternative field with prior approval of the District Administrator and/or his/her designee. When a master's degree does not exist in his/her present teaching field, a teacher may qualify with comparable graduate study in that or another field, subject to the prior approval of the District Administrator and/or his/her designee.
 3. To qualify for the master degree plus **[insert number]** credits, the teacher's credits shall be on the graduate level or undergraduate level. The teacher must have prior written approval of the District Administrator and/or his/her designee, and must have earned the credits subsequent to having qualified for the masters column of the salary schedule. Certification from the institution of satisfactory completion of the approved course shall be required before advancing the teacher on the schedule. (No individual currently at M+ will be displaced by the implementation of this provision).
 4. Transfer from one group or "lane" to another shall be made at the beginning of the school year following attainment of the necessary credentials.
 5. Proper credentials shall be considered as statements of degrees attained or status toward a degree. Such statements shall be certified by a college registrar or other proper college official.
 6. Credit information for moving from one lane to another and/or for reimbursement must be in the office of the District Administrator by August 1, and the work must be completed by September 1 of the contract year.
- C. Timeline for submission for application to the salary schedule: When a teacher qualifies for movement on the salary schedule to a different lane, the movement shall be to the same step in the new lane as existed for the teacher in the previous salary lane provided funds are available as determined by the District. After placing the teacher in the new salary lane, the teacher shall then receive the increment in the new salary lane: (1) if the teacher is eligible for the increment, (2) step movement exists in the new lane; and (3) adequate funds are available as determined by the District. **There is no restriction on the number of lane changes a teacher may make in any year, e.g. moving from the BA lane to the MA lane, BA+15 to the MA+15, etc. OR Employees may only move one lane in any given year.**

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

- A. Teachers are expected, as part of their employment with the District, to make substantive contributions to the improvement of the District's curriculum, instructional practices, and educational opportunities for students. Such contributions may take the form of a wide variety of duties, tasks, projects, and other responsibilities, some of which may be assigned by the teacher's supervisor(s), and some of which teachers will take on (without being expressly "assigned") as an implicit aspect of their overall employment. At the sole discretion of the District, additional compensation may be offered for the performance of particular additional duties, tasks, projects and responsibilities. However, unless such additional compensation is expressly identified in the

Employee Handbook **[insert here if applicable]**, or unless it is expressly identified and approved by the District Administrator at the time the District assigns or otherwise expressly approves the work, a teacher does not earn additional compensation (beyond his/her contracted salary) for the performance of the broad range of duties, tasks, projects and responsibilities that are within the scope of their professional employment.

- B. If an administrator creates building-based, department-based, or cross-functional teams or committees, the administrator is strongly encouraged to consult with interested teachers (and other employees) to establish the purpose of the team or committee, select the team or committee head, set objectives and goals for the team or committee, and assign or approve the initial membership (if membership is defined/limited). Final decision making authority with respect to all such teams or committees shall rest with the administration. Normally, participation on such teams or committees is considered a part of a professional employee's contracted duties. However, depending on the nature of the work and time commitment that is required, the District Administrator may approve and inform the employee of additional compensation to be paid to a team leader or committee head if the Board has approved a budgetary appropriation for such discretionary additional compensation. **[If the Board has approved such discretionary additional compensation, insert the compensation structure and/or pay range here.]**
- C. The administration may approve and offer, or assign, curriculum projects with the intent that the projects will be completed during a school recess or in some other manner that substantially exceeds the expected scope of an employee's contracted position. In such situations, and to the extent the approved payment is identified as an hourly or daily rate, the assigning administrator shall establish the expected range of hours for the project and a maximum number of hours that will qualify for additional compensation, regardless of actual time worked. In order to receive the additional, approved compensation for such projects, teachers must submit on a bi-weekly basis the time they work on such approved projects. **[If the Board has approved such discretionary additional compensation, insert the hourly rate here.]**

8.06 Department Chairs/Building Coordinators

- A. The District may have designated department chairs and building coordinators as determined and designated by administration. Individuals for these positions will be selected by administration from staff members that apply. The department chairs will coordinate department business and tasks. Department chairs are responsible to the **[insert]**.
- B. Compensation for Department Chairpersons/Building Coordinators
 - 1. Department chairpersons shall be compensated at the rate of **[insert amount]** per year and may have **[insert amount]** additional hours of preparation per week or shall be compensated at the rate of **[insert amount]** per year without additional preparation time. This compensation will include payment for **[insert]** days during the summer as assigned by administration.
 - 2. Building Coordinators shall be compensated at **[insert amount]** per year, which will include **[insert]** days during the summer as assigned by administration.
 - 3. Additional summer work for department chairpersons, building coordinators, or department members to complete department business will be compensated at the summer curriculum per hour rate. Scheduled work hours and activities will be reviewed and approved by the applicable supervisor prior to any work commencing.
- C. Evaluations of department chairs will be done **[insert time frame]** by the administration. These evaluations will not be combined with their regular classroom evaluations.

8.07 National Board Certification

An employee who earns certification from the National Board for Professional Teaching Standards, or a Master Teacher designation if the National Board for Professional Teaching Standards is not available in the

employee's certification area, shall have his/her salary increased by _____ dollars (\$xxxx.xx) (minus applicable taxes and other deductions). This will be a one-time increase in the employee's salary and shall immediately cease if the employee fails to retain such certification.

SECTION 9. INSURANCES

[Editor's Note: DISCLAIMER - The delineation of the following benefits is not a recommendation to provide the following benefits, eligibility thresholds or benefit levels, but rather as an example of language on these particular items. Therefore, if your district does not provide one or more of the following benefits, you should remove those sections accordingly.]

9.01 Dental Insurance

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

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency (50%) is eligible to participate in the District's dental insurance. For purposes of teachers' eligibility for dental insurance, full-time equivalency is defined as *[insert number]* of hours per week during the school year. Hours worked beyond those set forth in the individual contract will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent [50%] of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent (50%) of a full-time equivalency, but less than a full-time one hundred percent (100%) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for dental insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - a. Coverage under one family plan; or
 - b. One cash-in-lieu benefit instead of a family plan (subject to the eligibility of the insurance carrier); or
 - c. Two single plans; or
 - d. One single plan and one cash-in-lieu benefit.

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

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

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

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District will pay no more than **[insert percentage contribution amount or fixed dollar amount]** of the single premium of the lowest cost dental insurance plan. Employees are responsible for the remaining portion of the premium.
2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District will pay no more than **[insert percentage contribution amount or fixed dollar amount]** of the family premium of the lowest cost dental insurance plan. Employees are responsible for the remaining portion of the premium.

[Editor's Note: Insert other dental insurance conditions that are applicable to all district staff that are eligible for insurance, e.g., deductibles, co-payments health reimbursement accounts, etc. if the District so chooses.]

9.02 Health Insurance

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

A. Eligibility.

[Editor's Note: For employers covered by the Affordable Care Act's Shared Responsibility Provisions, the language highlighted in blue should be deleted. Under the ACA, an hour of service generally means each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer, and each hour for which an employee is paid, or entitled to payment, for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.]

[Under the final regulations, an hour of service does not include any hour of service performed as a bona fide volunteer, as part of a Federal Work-Study Program (or a substantially similar program of a State or political subdivision thereof) or to the extent the compensation for services performed constitutes income from sources without the United States.]

[Applicable large employers are subject to the shared responsibility requirements of the ACA starting January 1, 2015, although there is transition relief for employers with at least 50 but fewer than 100 full time equivalent employees. That transition relief makes the shared responsibility requirement not applicable to such employers until January 1, 2016. Employers who are applicable large employers subject to the shared responsibility provisions of the Affordable Care Act should delete language excluding hours worked beyond those set forth in the individual contract (highlighted in blue). Small employers not subject to the shared responsibility provisions of the Affordable Care Act may choose to include this language in their handbooks.]

[<http://www.irs.gov/uac/Newsroom/Questions-and-Answers-on-Employer-Shared-Responsibility-Provisions-Under-the-Affordable-Care-Act>]

1. Minimum Hours for Any Board Contribution: A teacher whose individual contract has an assignment of at least fifty percent of full-time equivalency (50%) is eligible to participate in the District's health insurance. For purposes of teachers' eligibility for health insurance, full-time equivalency is defined as **[insert number]** hours per week during the school year. **[Hours worked beyond those set forth in the individual contract will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by**

enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than fifty percent [50%] of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent (50%) of a full-time equivalency, but less than a full-time one hundred percent (100%) assignment, will have the District's contribution prorated, consistent with the employee's percentage of employment.
 3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees will be eligible for two single plans or one family plan. The premium contributions for spouses will be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - a. Coverage under one family plan; or
 - b. One cash-in-lieu benefit instead of a family plan (subject to the eligibility of the insurance carrier); or
 - c. Two single plans; or
 - d. One single plan and one cash-in-lieu benefit.
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period subject to the limitations outlined below. The insurance benefits described in this *Handbook* and in the individual contract terminate according to the following schedule:
1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage will cease at the end of the month the resignation or termination becomes effective.
 2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits will terminate as of August 31.
- C. Premium Contributions:
1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District will pay no more than **[insert percentage contribution amount or fixed dollar amount]** of the single premium of the lowest cost health insurance plan unless the employee does not complete the Health Risk Assessment and Health Survey Assessment. If the employee does not complete both the Health Risk Assessment and the Health Survey Assessment, he/she shall contribute an additional **[insert amount]** per month toward the cost of the single health insurance plan. Employees are responsible for the remaining portion of the premium.
 2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District will pay no more than **[insert percentage contribution amount or fixed dollar amount]** of the family premium of the lowest cost health insurance plan unless the employee does not complete the Health Risk Assessment and Health Survey Assessment. If the employee does not complete both the Health Risk Assessment and the Health Survey Assessment, he/she shall contribute an additional **[insert amount]** per month toward the cost of the health insurance plan. Employees are responsible for the remaining portion of the premium.

[Editor's Note: Insert other health insurance conditions that are applicable to all district staff that are eligible for insurance, e.g., deductibles, co-payments, health reimbursement accounts, etc. if the District so chooses.]

9.03 Liability Insurance

The School Board will carry liability insurance which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees will 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.

9.04 Life Insurance

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

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least **[insert number of hours]** is eligible to participate in the District's life insurance. For purposes of teachers' eligibility for life insurance, full-time equivalency is defined as **[insert number]** hours per week during the school year. Hours worked beyond those set forth in the individual contract will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than **[insert number of hours]** are not eligible to participate in the District's life insurance plan.
2. Pro-ration of District Contributions: **[If the District prorates its portion of this benefit, insert a description of the proration method the District uses here.]**

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

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

C. Premium Contributions: The District will pay **[insert amount]** for term life insurance equal to the next highest **one thousand dollars (\$1000)** of each eligible employee's salary. The employee is responsible for paying the remaining portion of the premium.

9.05 Long-term Disability

[Editor's Note: The district may wish to investigate having the employee pay the long-term disability insurance premium for tax purposes.]

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

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least **[insert number of hours]** is eligible to participate in the District's long-term disability insurance. For purposes of teachers' eligibility for long-term disability, full-time equivalency is defined as **[insert number]** hours per week during the school year. Hours worked beyond those set forth in the individual contract will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments,

substitute assignments, etc. Employees whose assignments are for less than **[insert number of hours]** are not eligible to participate in the District's long-term disability insurance plan.

2. **Pro-ration of District Contributions:** **[If the District prorates its portion of this benefit, insert a description of the proration method the District uses here.]**
- B. **Commencement and Termination of Benefits:** Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period subject to the limitations outlined below. The long-term disability insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:
1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage will cease at the end of the month the resignation or termination becomes effective.
 2. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits will terminate **June 30th**.
- C. **Premium Contributions:** The District will pay **[insert amount]** for long-term disability insurance. The employee shall pay the remaining portion of the premium. The benefits will be equal to **[insert percentage]** percent (____%) of the employee's monthly wages. Coverage will begin after the **[insert days]** consecutive calendar day of disability and continue until the employee is eligible to work or **[insert termination point in policy, e.g. 24 months or age 65]**.

9.06 Short-term Disability

[Editor's Note: The district may wish to investigate having the employee pay the short-term disability insurance premium for tax purposes.]

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

- A. **Eligibility:**
1. **Minimum Hours for Any Board Contribution:** An employee whose individual contract has an assignment of at least **[insert number of hours]** is eligible to participate in the District's short-term disability insurance. Hours worked beyond those set forth in the individual contract will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than **[insert number of hours]** are not eligible to participate in the District's short-term disability insurance plan.
 2. **Pro-ration of District Contributions:** **[If the District prorates its portion of this benefit, insert a description of the proration method the District uses here.]**
- B. **Commencement and Termination of Benefits:** Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period subject to the limitations outlined below. The short-term disability insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:
1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage will cease at the end of the month the resignation or termination becomes effective.
 2. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits will terminate **June 30th**.
- C. **Premium Contributions:** The District will pay **[insert amount]** for short-term disability insurance. The employee shall pay the remaining portion of the premium. The benefits will be equal to **[insert percentage]** percent (____%) of the employee's monthly wages. Coverage will

begin after the **[insert days]** consecutive calendar day of short-term disability and continue until the employee is eligible to work or is eligible for long-term disability.

9.07 Wisconsin Retirement System (WRS) Contributions

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

9.08 Alternate Benefit Plan [ABP] in Lieu of Health Insurance

[Editor's Note: The following is an optional item if the District implements an alternative benefit plan.]

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

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

School Year	ABP Annual Amount
[insert year]	\$XXXX.XX

The amount of each additional cash contribution dollar amount will be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at fifty percent (50%) or more of a full-time contract who select the cash compensation will receive a pro-rated amount of the District's contribution based upon the part-time employee's percentage of full-time employment.

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

H. Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.

1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee may change the TSA amount or vendor up to three (3) times per calendar year provided he/she provides the District with at least thirty (30) calendar days notice.
2. The District will pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.

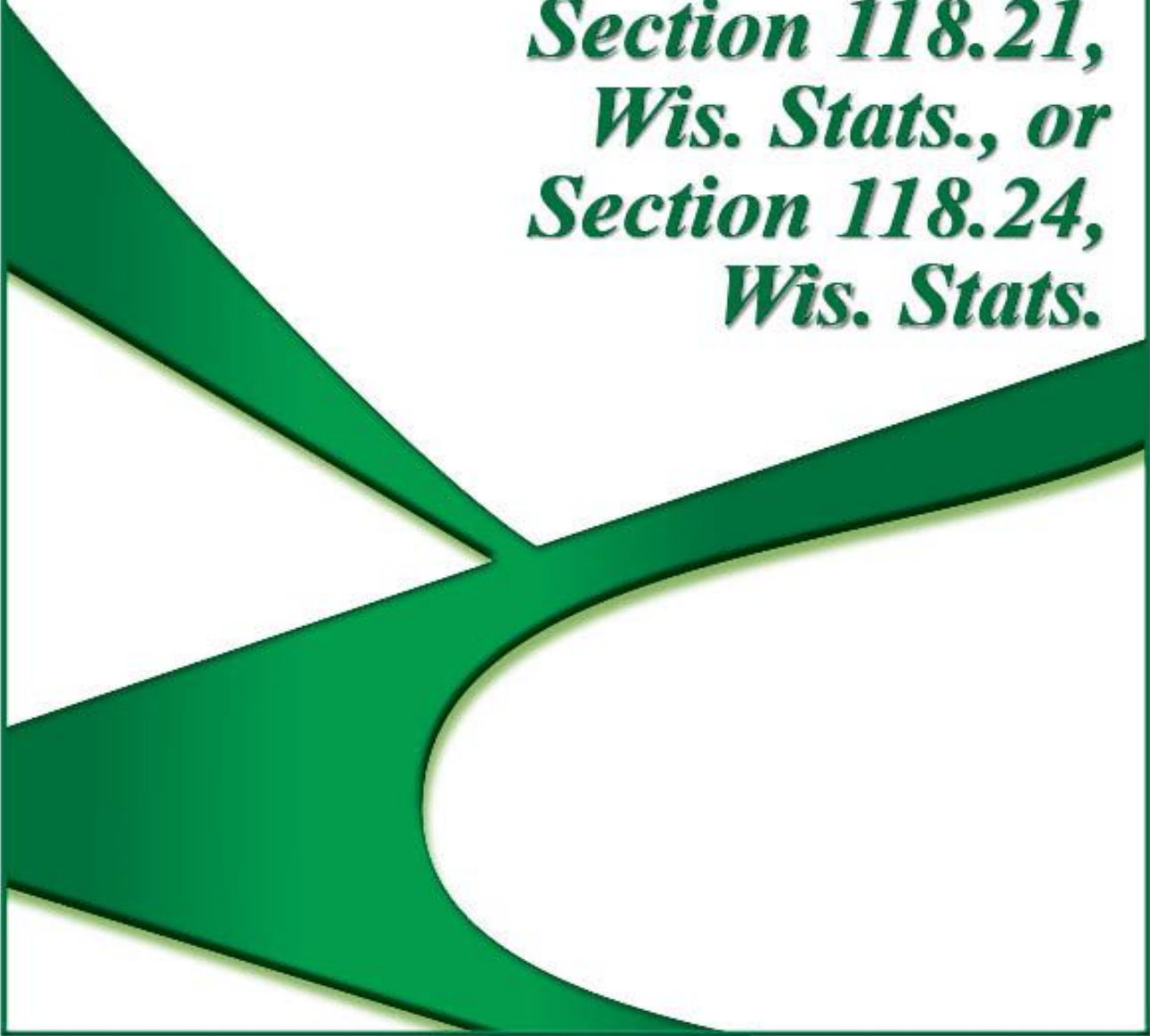
Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations of law, will be added to the employee's paycheck as taxable compensation subject to all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

I. Beginning Eligibility Date for Alternative Benefit Plan Payments:

1. New Employees: Payments will be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (January 1). However, the District will use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.
2. Current Employees: Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception (such as an employee getting married, loss of spouse coverage, etc.), employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

SECTION 10. POST-EMPLOYMENT BENEFITS

Editor's Note: Contact WASB or the District's legal counsel for assistance in drafting your post-employment benefits, if any. The WASB can also assist you in drafting retirement contracts for individual employees that contain the applicable waiver of claims provision.

A decorative graphic element consisting of several overlapping, curved green shapes that form a stylized, abstract shape, possibly resembling a large letter 'X' or a similar symbol. The shapes are layered, with some appearing in front of others, creating a sense of depth and movement. The colors range from a bright green to a slightly darker shade of green.

***Part III –
Non-Exempt Staff
Without Individual
Contracts Under
Section 118.21,
Wis. Stats., or
Section 118.24,
Wis. Stats.***

SECTION 1. GENERAL PROVISIONS

1.01 Student Interactions

Cochrane-Fountain City School District strives to make the ride safe and enjoyable for all passengers. The time when the child is on the bus may be very important to his or her developmental attitude towards school. A simple "Good Morning" will add more to both your day and that of the children riding your bus.

1.02 Bus Driver General Procedures

- A. ALL buses 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.
- B. Any time you do not have a full bus the last two seats of the school bus should be empty.
- C. Do not turn on interior lights when the bus is in motion.
- D. When avoidable, NO school bus shall pass another school bus in a school yard or on the road or while loading or unloading.
- E. You are obligated to observe all posted speed limits.
- F. Drivers must stay in the bus once they have left for their route including waiting for passengers.
- G. Cochrane-Fountain City School District is a Tobacco Free facility, grounds, and vehicles.
- H. Bus passengers may not bring animals, guns, knives, large instruments, gasoline cans, or other objects
- I. considered large and /or dangerous on a school bus. Permissible items must be held in the student's lap
- J. Aisles or emergency doors may not be blocked. Items cannot occupy seat space.
- K. 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).
- L. At no time is the bus to be operated with the door open (except when crossing railroad tracks).
- M. If you get a traffic citation (personal or professional) it will be cause for review and/ or dismissal of your job, depending on the severity of the citation. You will be held responsible for your own tickets.
- N. 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.
- O. A driver is responsible for checking his/her mailbox or timecard for route changes or pertinent information (i.e. policy changes). School Calendars for days off are posted on the bulletin board in the bus garage.

P. All time card entries must be legible. You are also responsible for putting jobs, route numbers, and trip identification on your time sheet.

Q. Cochrane-Fountain City School District will conduct periodic reviews of School Bus Drivers performance on the job.

1.03 Driver Procedures Before Beginning Route

A. Conduct the pre-trip procedures as indicated previously.

B. A minimum of a 10-minute engine warm up is required before starting the route/trip. Additionally, a 5minute engine cool down should be completed at the end of the route/trip.

C. Check the bus radio. The check is made by calling the office/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!

D. 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 then 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 15min. The bus will not warm up until you go down the road.

E. 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.

1.04 Driver Procedures During Bus Route

A. All drivers will radio check at their first stop/pickup (i.e. “Route 1-1st stop/pickup”).

B. 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.

C. Two times per year a mileage and time evaluation will be done on each route. Two times per year a student inventory of the route will be done. It will be your responsibility to help maintain these records.

D. 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.

1.05 Student Pick-Up Procedures

A. Make sure that all students are counted before entering and leaving the bus.

B. Check traffic in both directions.

C. Activate the red flashing warning lights.

- D. Stop the bus in the middle of the right-hand lane.
- E. Put the transmission in neutral.
- F. Open the door to activate the stop arm only after coming to a complete stop.
- G. Children must stay back 3 large steps until the bus stops and the door opens.
- H. Children are to be in single file, ready to load when the bus arrives.
- I. Check all mirrors and resume route.

1.06 Student Drop-Off and Unloading Procedures

- A. Children must stay seated until the bus comes to a complete stop.
- B. Activate red lights and stop arm.
- C. Children should move in an orderly fashion to the door.
- D. Children should move immediately away from the bus when getting off.
- E. Children must wait until the bus leaves before they cross the street.
- F. Children must walk directly across the street when the driver signals, if applicable.
- G. Bus may not move until the driver is certain that all passengers are clear of the bus.
- H. Drop students only in approved drop zones.
- I. Do not back up in an unloading zone.
- J. 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.

1.07 Post Route Activities/Examining Your Bus for Riders

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

- A. Shut off all electrical equipment (i.e. radios and switches)
- B. A 5-minute cool down of the engine should be completed
- C. Check seats for cuts, etc.
- D. Inspect inside windshield and dash for cleanliness
- E. Clean outside of windshield
- F. Check exterior of bus
- G. Shut windows and emergency roof hatches
- H. Place "EMPTY" sign in the rear window
- I. Fuel route buses: as needed/on last day of month/as directed by management.
- J. 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.

1.08 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.

- A. Only Official Business will be conducted on the radio. No excessive communications.
- B. C.B. "jargon" is not permitted, clear concise language serves the best purpose.
- C. 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.
- D. Drivers will not use radios to issue discipline complaints unless the issue calls for immediate assistance. If discipline issues arise, report them to the School Bus 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.
- E. The following "TEN" signals are the only ones to be used while talking on the radio:
 - a. 10-4 Acknowledge o 10-8 In Service o 10-9 Repeat o 10-20 Location
 - b. 10-36 Time Check

1.09 Strobe Lights

The strobe light is required by law in foul weather (fog, snow, rain, etc.) for all school sponsored events (routes, sport, and field trips).

1.10 Driver Field Trip Procedures

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.

When considering drivers for field trips, the Transportation Director takes into consideration the skill and competence of the driver. The district reserves the right to refuse trips to drivers that do not possess the skills needed to safely complete the requirement for trips.

1.11 Assignment of Trips

- A. Planned Trips
 - a. Athletic events that are scheduled well in advance will be considered planned trips. Scheduling of these trips will be done three times per year prior to the fall, winter, and spring athletic seasons. Drivers will be assigned these routes based on a driver rotation. If you cannot work the day in your rotation you are responsible for contacting the Assistant Principal/Activities Director to find a replacement for you. There will be a meeting prior to the fall, winter, and spring assignments to go over the planned trips.
 - b. If you need a replacement the Assistant Principal/Activities Director will call replacements based on the rotation set up. Once a driver has been found for that trip the rotation will continue with calling the next driver on the list for future replacement issues. You will not be allowed to switch among drivers on your own without prior approval. You may switch by contacting the AP/AD.

c. If you do not answer the number provided calls will continue until a driver can be found.

d. If you cannot take an assigned trip a minimum of one week's notice will be provided to the Assistant Principal/Activities Director to allow time to find a replacement. Failing to give a minimum of one week's notice will result in disciplinary action except in emergency circumstances. This will be done based on the rotation.

B. Short Notice Trips or Field Trips

a. Any trip with notice of 2 weeks or less is a short notice trip. These trips will be assigned as they come in. Calling for these assignments will work on the same rotation as before. If you do not take a trip with your first call you will not be first to be called the next time. A call for a trip will start with driver number 1, but if they are unavailable or decline the trip, driver number 2 will be called. If driver number 2 accepts the trip the next calling will start with driver number 3.

b. Drivers will be called in order until all numbered drivers have had an opportunity and then calling will restart at number 1.

c. Once you agree to a short notice/field trip you may not cancel this trip, with the exception of emergency circumstances, without disciplinary action.

1.12 Drivers Who Do Not Take Trips Other Than Routes

It will continue to be an option for drivers to just drive their regular routes without going on field trips, athletic event trips, club trips, etc. However, you will be required to sign a waiver at the beginning of the school year showing your intention of taking no extra bus trips. This form will remain on file for the current school year. This means you will be taken out of the trip rotation for the current school year if you hand this waiver in.

For the fall athletic season trips will be assigned based on the rotation. If you sign the waiver saying you are not taking trips your assignments will be filled based on the calling rotation.

In situations where another driver cannot be found the district reserves the right to ask drivers who have turned in a waiver if they could take a trip when needed.

1.13 Rotation (see Appendix B)

A. The rotation will be in alphabetical order. A spreadsheet will be kept for extra trips/missed assigned trips showing who was called and who accepted a trip.

B. Assignments will be made according to scheduled athletic events. Fairness will be kept in mind, but we are following a written policy and this will even out in the end.

1.14 Student Bus 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 the rules as stated in the Student-Parent Handbook, Appendix C, and Co-curricular Specific Information.

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. There will be exceptions where the driver finds that he/she cannot control a passenger. If the driver is unable to safely continue their route, radio the office to inform the appropriate personnel.

In other cases, violation of the rules you set up needs a verbal warning and then the driver should take down the student's name and report the incident to the office after the route using the appropriate Office Discipline

Referral Form. 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. 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. Any seat assignments given by you should be shared with the Transportation Director.

1.15 Steps to Take if Involved in Bus 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.

- A. Stop Immediately;
- B. Remain Calm;
- C. Protect the scene by activating the hazard lights and setting out the Warning Triangles;
- D. 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;
- E. Get Assistance by Radioing the Office or emergency contacts listed below:
 - a. School Bus Garage (608) 687-4391
 - b. Main Office (608) 687-4391
 - c. Tom George Home – (608) 687-6400 Cell - (507) 429-0169
 - d. Randy Fetting Home – (608) 626-2931 Cell - (715) 495-0787
 - e. Luke Kjelland School – (608) 687-8808 Cell – (715) 222-1318
- F. Give first aid if needed using the first aid kit and /or body fluid clean up kit;
- G. If possible, photograph the scene of the accident and the vehicles involved;
- H. Do not make any statements to anyone or sign anything and do not accept responsibility;
- I. Provide police with the following:
 - a. The name and telephone number of all your passengers;
 - b. Your name, address, and driver's license number; and
 - c. 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 and the incident MUST be documented.

1.16 Department of Transportation (DOT) and C-FC Driver Requirements

- A. 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)
- B. Cochrane-Fountain City School District requires that each driver comply with the Commercial Motor Vehicle Safety Act of 1986.
- C. All drivers will be held responsible for renewing their required CDL license when necessary. The School Bus Manager will assist in arranging an appointment for you if

needed. Drivers are responsible for all licensing costs they may incur. Air brake endorsements will be paid by the district as approved by the Transportation Manager.

D. All bus drivers are required to have a DOT Physical. Cochrane-Fountain City School District will pay for a yearly physical as needed according to DOT after you have been hired as a regular or substitute driver.

E. 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.

SECTION 2. DISCIPLINE AND DISCHARGE

***Option A** – The following is an option if the employer desires to change the at-will status of an employee. The following set of language proposals in Option A provides just cause for job security.

***Option B** – The following is an option if the employer desires to change the at-will status of an employee. The following set of language proposals in Option B provides an arbitrary and capricious standard for job security.

***Option C** – No provision of job security provision, dismissal by District Administrator with appeal to grievance procedure.

2.01 Length of Probationary Period

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

2.02 Standard for Discipline and Termination

***Option A:**

A. **Probationary Employee:** Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook* [in section insert reference].

B. **Non-Probationary Employee:** A non-probationary employee may be disciplined or terminated for “cause.” Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook* [in section insert reference]. “Cause” is defined as the following:

1. **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
2. **Reasonableness of the penalty:** The particular discipline or termination imposed by the District must not be unreasonable.

***Option B:**

A. **Probationary Employee:** Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook* [in section insert reference].

B. **Non-Probationary Employee:** A non-probationary employee may be disciplined or terminated for reasons that are not arbitrary or capricious. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook* [in section insert reference].

***Option C:**

The District Administrator is solely responsible for implementing any or all disciplinary measures, including, but not limited to, suspension and/or dismissal from employment. Such discipline or

termination shall be subject to the grievance procedure provisions of this *Handbook* [in section insert reference].

Disciplinary Levels (Copied over from Driver's Manual)

- a. First Infraction – Driver will be required to meet with Assistant Principal/Activities Director and Transportation Director and receive a verbal warning.
- b. Second Infraction – Driver will be issued a written warning that will be put in his/her employee file.
- c. Third Infraction – Administrative team will meet to discuss circumstances. Decisions will be made at the discretion of the administration.
- d. The District reserves the right to treat each situation individually and make decision based on the severity of the circumstances.

2.03 Benefits during Probation

[Editor's Note: The following provision, 1.03 would be inserted under Option A and Option B. It is inapplicable under Option C.]

Except as expressed herein, all provisions of this Handbook shall apply to an employee as of the first day of employment. If an employee quits or is terminated during the probationary period, however, no accrued sick leave, vacation, or other benefits shall be due him or her. Employees eligible to receive insurance benefits shall receive initial coverage in accordance with the waiting periods, if any, contained in paid coverages without regard for the probationary period.

[Editor's Note: The following provisions are implemented under all of the preceding Standard for Discipline/Termination options.]

2.04 Representation

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

2.05 Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in the employee's personnel file.

SECTION 3. HOURS OF WORK AND WORK SCHEDULE

3.01 Letter of Appointment

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

A new letter of appointment will be issued in cases of transfers, promotions, demotions, and partial or full reduction in force. In the case of a change of assignment the employee shall be provided with at least [insert number] calendar days' notice of the change of assignment, if practicable, as determined by the administration.

3.02 Regular Workday and Starting and Ending Times

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

3.03 Regular Workweek

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

3.04 Part-time Employees

The district will prepare a schedule of hours for part-time employees and provide it to the affected employees.

3.05 Additional Hours and Overtime - Approval and Assignment

- A. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property.
- B. Assignment: Non-emergency scheduled overtime assignments will be filled using volunteers first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the overtime, the District may assign the work on a rotating basis within the applicable job classification. Emergency overtime assignments shall be assigned at the discretion of the District.
- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) the regular rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated on the back of the employee's time card. 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.

3.06 Compensatory Time Off

In lieu of overtime pay, employees may, at their option, choose to receive compensatory time off. Compensatory time off may be taken by mutual agreement between the employer and the employee. One and one-half (1.5) hour of compensatory time off will be granted for each one (1) hour of work above forty (40) hours per week. Time over forty (40) hours per week does not include sick, vacation, holiday or personal leave time.

- A. An agreement, preferably written, must be reached between the employer and the employee in order for compensatory time off to be utilized. 29 C.F.R. 553.23. This agreement may be done through:
 1. A collective bargaining agreement negotiated with the employee's bargaining representative or bargaining agent. This option must be utilized if the employee is covered by a collective bargaining agreement. *Note: For districts without pre-Act 10 CBAs, this is no longer an option.
 2. An employer-employee agreement negotiated with the individual employee. A copy of the Agreement shall be made on *[insert form reference]*
- B. The agreement must be reached and accepted before the employee performs the work compensable as overtime. A written record of the agreement must be kept, and it must provide

for overtime hours to be compensated at a rate of not less than time and one-half for each overtime hour worked.

- C. The employee may accumulate up to *[insert number]* hours of compensatory time off. Any overtime exceeding *[insert number]* hours must be paid in cash. The employer, in its sole discretion, may pay cash in lieu of accrued compensatory time off at any time. Any unused compensatory time off will be paid out on the last paycheck in June in the fiscal year in which the time was earned.

[Editor's Note: Compensatory time off is allowed by law to accumulate to a maximum of two hundred and forty (240) hours. An employer may set a lower cap and pay it out at any time in at its discretion.]

- D. The District may require that compensatory time off be exhausted before vacation is taken, even if this will result in accrued vacation being forfeited by the employee.
- E. The District may, in its discretion, deny a request to use compensatory time off if the employee's absence on the day requested would cause an undue disruption to the District's operations (e.g., another member of the department or grade level has already requested leave on that day; the district has a special event scheduled such as an open house or parent teacher conferences; the district is unable to find a substitute employee and would be left short-staffed, etc.).

[Editor's Note to districts, "unduly disrupt" means something more than a mere inconvenience. If you are to deny a request, it must be because the employee's absence on that day would impose an unreasonable burden on your ability to provide services of acceptable quality and quantity during the time requested without his or her presence.]

- F. If the District denies a request to use compensatory time off, it may either substitute the leave with cash compensation, or notify the employee of a suitable time in which he or she may use his or her earned compensatory time within a reasonable period of time of the original request.

See "Additional Resources."

3.07 Lunch Period

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

[Editor's note: There exists no statutory requirement to provide breaks to non-exempt employees who are age 18 or older. The following are examples, not suggestions for the number of, or the requirements to achieve, break(s). Please also see the below provisions from the Wisconsin Department of Workforce Development on this topic.]

Employees under 18 years of age must receive at least a 30-minute duty free meal period when working a shift greater than 6 hours in duration. [Section DWD 274.02\(2\)](#) recommends that employers provide similar breaks to adults but does not require such breaks for adults. If an employer provides breaks of less than 30 consecutive minutes in duration, the break time will be counted as work time.

Employers must pay all employees for "on duty" meal periods. An "on duty" meal period is one where the worker is not provided at least 30 consecutive minutes free from work, or where the worker is not free to leave the premises of the employer during a meal period.

Employers also are not allowed to require that meals be accepted as part of the worker's wages.

State law does not require that brief rest periods, or coffee breaks, be provided to employees. Such matters are to be determined between the employer and the employee directly unless covered by a pre-Act 10 CBA.

Rest periods or breaks of less than 30 consecutive minutes each shift are considered work time and must be paid time. Employers may not deduct from a worker's wages for any time off of less than 30 consecutive minutes.]

3.08 Breaks

Employees scheduled to work at least four (4) hours per work day will receive one (1) **ten (10)** minute paid break. Employees scheduled to work at least eight (8) hours per work day will receive two (2) **ten (10)** minute paid breaks. Breaks will be scheduled by the immediate supervisor.

Hours Worked	Break(s) and Lunch Period Scheduling
0 to 3.99 hours	0 minutes
At least 4.0 to 5.99 hours	10 minutes
At least 6.0 to 7.99 hours	10 minutes and 30-minute duty-free lunch
At least 8.0 or more hours	(2) 10 minutes and 30-minute duty-free lunch

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

Time cards or an electronic time card system shall be used by all employees. Employees will punch in only at such time as they are fully prepared to begin work. Employees are responsible for their own time cards and shall not punch in or out for any other employee. Employees caught punching in or out for another employee will be subject to discipline up to and including discharge. If an employee leaves the premises for any personal reason, the time clock is to be used to punch out and punch in upon return.

3.10 Emergency School Closings

- A. All custodians and secretaries are expected to report to work when school is closed due to inclement weather or other situations beyond the control of the District, if at all possible.
- B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or other situations beyond the control of the District. Any employee not at work when school is closed for an emergency will not be paid for that day. **If the day is not rescheduled, the employee may elect one of the options listed in section 10.11.** Employees are required to report to work in the event that the District schedules make-up days.
- C. If employees report to work and a decision to close schools is made after that time, those employees will be paid only for the actual hours worked on such day.
- D. If employees report to work and a decision to close schools is made after that time, those employees will be paid only for the actual hours worked. On such a day, those employees may elect one of the options in section 2.11 for time lost due to the partial school closing.

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

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

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

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

3.12 Flexible Schedule

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

unless circumstances allow for a shorter notice period. The request shall be filed with the employee's immediate supervisor. The immediate supervisor shall have the authority to grant or deny the employee's request in his/her sole discretion. The scheduling of hours of work under the flexible work schedule is at the sole discretion of the immediate supervisor. All hours of work under a flexible work schedule agreement must be completed within one regular workweek as defined in section 2.03 above, and section 6.04 of Part I of the *Handbook*. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime.

3.13 Call-In Pay

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

3.14 Shift Pay Differential

- A. **Second Shift:** Employees who work and are assigned to a regular second shift shall receive *[insert amount]* (¢) cents per hour added to their regular rate of pay. Second shift is defined as a shift that starts between *[insert time range]* and ends between *[insert time range]*.
- B. **Third Shift:** Employees who work and are assigned to a regular third shift shall receive *[insert amount]* (¢) cents per hour added to their regular rate of pay. Third shift is defined as a shift that starts between *[insert time range]* and ends between *[insert time range]*.
- C. Employees who are temporarily shifted from their regular night shift to days during winter and spring recess will not receive their normal shift premium as provided herein during such period of time.
- D. This provision does not apply to the working supervisor position(s).

3.15 Attendance at Meetings

Employees required to attend meetings called or scheduled by the district will be paid for all hours spent at such meetings.

SECTION 4. REDUCTION IN FORCE, POSITIONS & HOURS

[Editor's Note: The following is an optional process, and is one of many different ways that a district may approach staff reductions. However, many districts will want to establish some basic procedures related to staff reductions to give direction to the administration, to set expectations among staff, and to attempt to avoid employment discrimination complaints. The size of the district, past practice, and specific management objectives all influence the choice of these type of procedures.]

4.01 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 Article shall apply.

4.02 Notice of Reduction

The District will give at least thirty (30) calendar 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.

4.03 Selection for Reduction – Steps

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible to implement reductions.
- B. Step Two - Volunteers: Volunteers will be reduced first. The District will provide the volunteer(s) with a notice in accordance with section 3.02. Requests for volunteers will be sent to employees within each job category. An employee who volunteers will put his/her request in writing. Volunteers will be accepted by the District only if, in the District's opinion, the remaining employees in the job category are qualified to perform the remaining work.
- C. Step Three - Selection for Reduction: The District shall follow the guidelines below to select the employee in the affected job category for full or partial reduction in hours.

1. Job categories for the purpose of this section shall be defined as:

- a. Custodian I
- b. Custodian II
- c. Secretary I
- d. Secretary II
- e. Cook I
- f. Cook II
- g. Instructional Assistant
- h. Technical Support
- i. Special Education Instructional Assistants

2. The District shall utilize the following criteria in order of application for determining the employee for full or partial reduction in hours:

- a. Educational Needs of the District: Those needs identified and determined by the Board in accordance with its constituted authority.
- b. Qualifications as established by the Board: Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.
- c. Qualifications of the Remaining Employees in the Affected Job Category: 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; and
- d. Length of Service of the Employee:
 - i. Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. [No distinction will be made between full-time and part-time employees in calculating length of service.]
 - ii. Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
 - iii. Length of Service List: The District will annually produce a length of service list and post it by September 30th. Employees will raise any objections to the proposed length of service list by December 1st.

4.04 Reduction in Hours

Employees who are reduced in hours will not lose any benefits they have accrued. Benefits are defined as length of service, sick leave, and vacation earned as an employee. Reduced-in-time employees will be treated as part-time employees under this *Handbook*. Any employee who is reduced in hours (partial layoff) may choose to be fully laid off.

4.05 Reemployment Period

Reduced-in-time employees will retain the reemployment options set forth herein for a period of twelve (12) months either after the employee's last day of work with the District or from the time the employee received the notification of reduction in force, whichever is later.

4.06 Reemployment Procedure

All reduced-in-time employees will be 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.

4.07 Termination of Reemployment Options

Reemployment options will end should an employee refuse reemployment in a position in the job category, except as provided below. Casual or substitute work with the District during the reemployment period will not extend the reemployment period. Employees on the reemployment list may refuse reemployment in positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of options to the next available position for which the employee is qualified. Employees on the reemployment list will not lose reemployment options to 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.

4.08 Insurance Benefits

Please see Part I, section 15 (COBRA) for an explanation of insurance continuation options.

4.09 Accrued Benefits

Reduced-in-time employees will suffer no loss of sick leave, vacation or other accrued benefits if rehired. Sick leave days, vacation, and length of service time will not accrue while an employee is not working for the District.

4.10 Other Employment

Employees on full or partial layoff are not precluded from securing other employment while on layoff status.

4.11 Furloughs

The District may furlough employees for budgetary reasons, and the following guidelines apply during furlough periods:

- A. Employees will not receive their wages or salary but are permitted to use accrued vacation, compensatory time (if allowed) or personal leave to receive compensation on furlough days.
- B. Employees are prohibited from working.
- C. Sick leave, personal leave, etc. will continue to accrue as if the employees were working.
- D. The District will provide health insurance, dental insurance, etc. at the same level it would have if the employees were working.

SECTION 5. ASSIGNMENTS, VACANCIES AND TRANSFERS

5.01 Determination of Assignment

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

5.02 Job Posting

When a position becomes vacant or a new position is created, notice of such available position will be posted internally and externally simultaneously for a minimum of **[insert number]** working days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the **[insert]**. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the tentative work hours of the position, the rate of pay for the position, and the qualifications required for the position.

5.03 Interviews

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

5.04 Selection Process

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

5.05 District Ability to Select the Most Qualified Applicant

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

5.06 District Ability to Determine Job Description

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

5.07 Trial Period

A District employee who is selected for a vacancy, pursuant to sections 4.03 through 4.06 above, will serve a trial period in the new position. The trial period will be for **[insert number]** working days. Prior to the expiration of the trial period, either the employee or employer may declare the trial period unsatisfactory and the employee shall return to his/her former position. The decision to return the employee to his/her position is not subject to the grievance procedure.

5.08 Involuntary Transfers

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

SECTION 6. PAID VACATION

[Editor’s Note: IMPORTANT! The sample provisions contained in this section, section 5, are provided as general information and as a service to WASB subscribers. The number of days and eligibility for the benefits are examples and not suggestions. Please align the number of days and eligibility with your District’s particular circumstances.]

6.01 Notice

Employees will be notified of their total number of vacation days by September 15th of each year.

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

Paid vacation will be provided to calendar year, full-time and calendar year, part-time employees according to the following schedule:

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

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

"Years of Service" as set forth in this Article refers to years of service in the District in a position that is eligible for vacation under Part III. Eligible employees in the District will receive vacation depending on years of service as measured each July 1st. For calculation purposes vacation is earned based upon the prior year's service. For part-time employees, vacation pay shall be pro-rated based on the average number of hours worked per week during the previous year.

Employees who work less than two hundred and sixty (260) days, but more than two hundred and fifteen (215) days will receive vacation as follows.

Years Of Employment	DAYS WORKED PER YEAR			
	260 Days Vacation Earned	240 Days Vacation Earned	225 Days Vacation Earned	215 Days Vacation Earned
After 1	5 days	4 1/2 days	4 days 2 1/2 hrs.	4 days 1 hr.
After 2	10 days	9 days	8 days 5 hrs.	8 days 2 hrs.
After 7	15 days	14 days	13 days	12 days 3 hrs.
After 15	20 days	18 1/2 days	17 days 2 1/4 hrs.	16 days 4 hrs.

Vacation days shall be earned for each month of service. Vacation though credited at the beginning of each fiscal year is vested only upon completion of the work year. If an employee is terminated or resigns prior to the completion of the school year, he/she will be credited only with those days earned at the time employment is severed and a sum equal to the vacation days used but not earned would be deducted from the remaining pay. Deductions will be based on paid vacation leave earned per month of employment. For example, if an employee was eligible for 10 days of vacation and left after six months of employment during the school year, the employee would have earned 6/12th of the vacation allotment, or 5 days of vacation. If the employee used more than 5 days of vacation prior to the end of the school year, he/she will have a pay deduction on his/her final paycheck the equivalent of the number of days used above 5 days.

6.03 Scheduling of Vacation

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

6.04 Vacation Accumulation

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

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

Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, is entitled to the vacation pay remaining in his or her accumulation, as well as a pro-rated amount of the vacation that the employee would have received upon his or her next anniversary. Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee's termination and will be remitted on the final paycheck.

6.06 Holidays during Vacation

Should a paid holiday fall during an employee's vacation period, the employee may take an additional day of vacation in lieu of the holiday.

SECTION 7. HOLIDAYS

[Editor's Note: IMPORTANT! The sample provisions contained in this section, section 6, are provided as general information and as a service to WASB subscribers. The number of days and eligibility for the benefits are examples and not suggestions. Please align the number of days and eligibility with your District's particular circumstances.]

7.01 Holidays Defined

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

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

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

B. Employees working at least 240 days per calendar year, but less than a full calendar year (260 working days):

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

C. Employees working at least 225 days per calendar year, but less than 240 days per calendar year:

January 1	Memorial Day (Federal)
Labor Day	Thanksgiving Day
Day after Thanksgiving Day	December 24
December 25	

D. School Year Employees working less than 225 days per calendar year:

Labor Day	Thanksgiving Day
December 24	December 25
Memorial Day	

7.02 Holidays Falling on Weekends

If any of the holidays listed above, fall on a Saturday, the preceding workday will be observed as the holiday. If any of the above-named holidays falls on a Sunday, the following workday will be observed as the holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday will be observed as the December 31st holiday and the preceding Friday will be observed as the January 1st Holiday. If December 24 and December 31 fall on a Sunday, the preceding Friday will be declared the holiday unless the preceding Friday is a student contact day. If the preceding Friday is a student contact day, section 6.03 applies.

7.03 Holidays Falling on Student Contact Days

If any of the holidays listed in section 6.01, above, fall on a student contact day, the employees must work their regular hours that day, and will instead receive a paid holiday on a date determined by the Administration.

7.04 Work on a Holiday

Except as provided in section 6.03, above, employees who work on any of the above-mentioned holidays will be paid time and one-half for all hours worked in addition to the holiday pay. In other words, if the employees receive a different holiday date under section 6.03, this provision shall not apply.

7.05 Holidays during Vacation

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

7.06 Eligibility for Holiday

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

SECTION 8. WAGE COMPENSATION AND EXPENSES

8.01 Wage Schedule

The Wage Schedule is attached as Appendix *[insert]*.

8.02 Bus Driver Compensation for Assigned Trips

- A. Athletic/Day trips will be paid as always.
- B. The district will attempt to put an estimate of pay/hours together before any overnight trips.
- C. You will be paid based on driving time and sitting/on call time.
- D. Driving Time – This is when you are driving the bus. The time to and from your destination counts as driving time. You may also count transporting passengers back and forth to events once at the destination as driving time.
- E. Sitting/On Call Time – Time that may be counted in this category is time when you are waiting to transport children or on call with the adult in charge of the group. This could be waiting during an event, the time between drop off and pick up of passengers, or time that you are waiting for the adult in charge to call for a pick up. The district does not pay for overnight/sleeping time. After all the children are back at the hotel you are off the clock for the day. Your room and meals will be paid for.

8.03 New Employee Wage Schedule Placement

- A. New employee placement: New employees will be placed on the wage schedule at the discretion of the District.
- B. Step Movement after First Year of Employment: Employees beginning employment prior to December 31st who have provided satisfactory service, as determined by the District, will advance to the next step the ensuing fiscal year on July 1st provided funds are available as determined by the District. Employees who begin employment after January 1st will remain on the same step for the ensuing fiscal year. An employee may be frozen on the previous year's step for less than satisfactory performance as determined by the District.

8.04 Out-of-Classification Pay

Any employee working in a higher paid classification for more than ten (10) working days will receive the pay of that classification. Upon completion of the employee's assignment under the higher pay scale, the employee will revert to his or her former classification and rate.

8.05 Rate of Pay upon Promotion

Whenever an employee is promoted to a new higher paid classification, he or she will be placed at the step that gives the employee the smallest wage increase. An employee who is voluntarily or involuntarily transferred to a

lower paid classification will retain her/his step placement. Upon voluntary transfer to a position in the same job classification, the employee will retain her/his pay rate and step placement.

8.06 Uniforms, Protective Clothing and Tools

[Editor's Note: This entire section, section 7.05 is an optional provision. The district may wish to discuss the protective clothing and footwear issues with its liability carrier to determine if implementing the following will have a positive effect on the District's liability insurance premiums.]

A. Uniforms:

1. All **[insert employment categories to which this applies]** employees of the District may, at the discretion of the District, be required to wear a District approved uniform while on the job. The uniforms may consist of a combination of jackets, hats, gloves, work shirts, work pants, work shorts, sweatshirts, etc. The District will furnish new uniforms on a schedule established by the District.
2. All employees are required to clean and maintain their work shirts and work/pants.
3. The Board will determine a supplier of uniforms and employees shall place their respective orders through this supplier.
4. The style, color, and type of fabric of said uniforms will be determined by the School Board.

B. Protective Footwear: The District may also supply work boots for each **[insert employment group to which this applies]** employee at a cost of up to **(one-hundred dollars (\$100.00))** per pair each fiscal year. The District will supply steel toed work boots for all employees **[insert employment group to which this applies]** at a cost of up to **(one-hundred dollars (\$100.00))** per pair each fiscal year. Employees will be required to provide proof of purchase in order to receive reimbursement. Employees must wear their work boots while on the job.

C. Personal Protective Equipment: The Board will provide protective clothing and equipment necessary for **[insert employment group to which this applies]** employees to perform their jobs. Such clothing and equipment is limited to the following items: **(nonprescription safety glasses, rain jacket, rain pants, boots, and overalls.)** The Board reserves the right to determine the style and the type of protective gear to be used. Any employee who receives protective gear is responsible for such items and shall sign for receipt of the item in acceptable condition. Protective clothing is the property of the Board and will be worn while working on an assigned school job. Protective clothing shall be inspected by the employee prior to each use. Damaged protective items and clothing cannot be used and must be reported to the immediate supervisor and/or his/her designee.

D. Protective Safety Glasses: The Board will provide prescription safety glasses, to the **[insert employment group to which this applies]** employees who need prescription glasses. No more than one pair per year will be purchased for any individual employee. The quality and brand of safety glasses will be determined by the School District.

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

8.07 Expenses

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 registration unless prior approval has been received to exceed the amounts listed in the reimbursement schedule. The District reimbursement schedule is listed below. Employees will be reimbursed for the actual cost or the cost listed in the schedule, whichever is lower.

Breakfast	\$ <u>xx.xx</u>	Lodging	\$ <u>xx.xx</u> per night
Lunch	\$ <u>xx.xx</u>	Registration	Actual cost of registration
Dinner	\$ <u>xx.xx</u>		

Where the advantage to the school district is clearly evident, staff members will be granted time off from their duties, plus allowable expenses, to attend special meetings and conferences. The principal must previously approve all such trips. The district administrator authorizes expenses.

Meetings, which include any portion of the school day, necessitating a staff member being away from his/her duties, shall also require prior approval from the principal and final approval from the district administrator.

8.08 Substitutes for Teachers

Instructional Assistants/Special Education Assistants, with teacher licensure, assigned to substitute for an absent teacher for one class period or more will be paid an additional one dollar and fifty cents (\$1.50) per class period for time spent substituting for a teacher during the teacher's absence. By definition, teaching assistants who do not hold teaching or substitute certificates are not qualified teachers and are not required, permitted nor authorized to take the place of a teacher for the purpose of instructing students during times that a qualified substitute for that teacher could reasonably be expected to be hired. This provision does not preclude teaching assistants from being assigned to student supervision responsibilities, such as monitoring a study hall. An instructional assistant/special education assistant receiving compensation under this section is ineligible for the per diem substitute teacher pay.

SECTION 9. JOB RELATED TRAINING AND LICENSURE

9.01 In-Service Training

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

9.02 Job-Related Education and Training

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

9.03 License Renewal Reimbursement for Special Education Assistants

Special education assistants who have been employed by the District as a special education assistant for at least five years and who are required by the District and by the Department of Public Instruction to possess a DPI Special Education Aide License #883 will be reimbursed by the District for up to seventy-five dollars (\$75.00) for the cost of renewal of the #883 license. The reimbursement will occur at the time of the DPI's approval of the special education assistant's application for license renewal. The reimbursement is not applicable if the special education assistant has worked less than five years with the District or if the seventy-five dollars (\$75.00) is applied toward the cost of the special education assistant's initial five-year special education aide #883 license.

SECTION 10. EMPLOYEE EVALUATIONS

10.01 Evaluation

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

10.02 Procedures and Instruments

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

10.03 Frequency

The frequency of evaluations will be established by the District in its discretion.

10.04 Receipt of Evaluation

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

10.05 Comments, Disputes

The employee may respond to the written evaluations in writing with his or her comments, which will be attached to the completed evaluation.

10.06 Evaluators

The District has the sole right to determine whether or not employees will be evaluated and by which supervisory personnel. When a teacher works with an instructional assistant, the teacher may be requested to provide input for consideration.

SECTION 11. RESIGNATION FROM EMPLOYMENT

11.01 Notice of Termination of Employment

Employees will give written notice of termination of employment, as soon as possible, but at least ten (10) working days prior to the effective date of resignation. If an employee has overused the holiday, sick or vacation time earned, the employee will have an amount equal to the value of that 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 Article will, at the District's discretion, forfeit any accrued benefits.

SECTION 12. INSURANCES

[Editor's Note: Important Disclaimer! The delineation of the following benefits is not a recommendation to provide the following benefits or benefit levels, but rather as an example of language on these particular items. Therefore, if your district does not offer one or more of the following benefits, you should remove those sections of the Handbook accordingly.]

12.01 Dental Insurance

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

A. Eligibility.

1. **Minimum Hours for Any Board Contribution:** An employee whose individual letter of assignment has an assignment of at least fifty percent [50%] of full-time equivalency is eligible to participate in the District's dental insurance. Full-time equivalency is defined as ***[insert number of hours (e.g., 2080, 1540, 1360, etc.)]***. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty

percent [50%] of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

2. Pro-ration of District Contributions: An employee whose individual letter of assignment has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
 3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees are eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - a. Coverage under one family plan; or
 - b. One cash-in-lieu benefit instead of a family plan (subject to the eligibility of the insurance carrier); or
 - c. Two single plans; or
 - d. One single plan and one cash-in-lieu benefit.
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease at the end of the month the employee's resignation or termination becomes effective.
- C. Premium Contributions:
1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District will pay no more than **insert percentage contribution amount or fixed dollar amount** of the single premium of the lowest cost dental insurance plan. Employees are responsible for the remaining portion of the premium.
 2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District will pay no more than **insert percentage contribution amount or fixed dollar amount** of the family premium of the lowest cost dental insurance plan. Employees are responsible for the remaining portion of the premium.

12.02 Health Insurance

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

Editor's Note: For employers covered by the Affordable Care Act's Shared Responsibility Provisions, the language highlighted in blue should be deleted. Under the ACA, an hour of service generally means each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer, and each hour for which an employee is paid, or entitled to payment, for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

Under the final regulations, an hour of service does not include any hour of service performed as a bona fide volunteer, as part of a Federal Work-Study Program (or a substantially similar program of a State or political subdivision thereof) or to the extent the compensation for services performed constitutes income from sources without the United States.

Applicable large employers are subject to the shared responsibility requirements of the ACA starting January 1, 2015, although there is transition relief for employers with at least 50 but fewer than 100 full time equivalent employees. That transition relief makes the shared responsibility requirement not applicable to such employers until January 1, 2016. Employers who are applicable large employers subject to the shared responsibility provisions of the Affordable Care Act should delete language excluding hours worked beyond those set forth in the individual contract (highlighted in blue). Small employers not subject to the shared responsibility provisions of the Affordable Care Act may choose to include this language in their handbooks.

<http://www.irs.gov/uac/Newsroom/Questions-and-Answers-on-Employer-Shared-Responsibility-Provisions-Under-the-Affordable-Care-Act>

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual letter of assignment has an assignment of at least fifty percent [50%] of full-time equivalency is eligible to participate in the District's health insurance. Full-time equivalency is defined as **[insert number of hours (e.g., 2080, 1540, 1360, etc.)]**. Hours worked beyond those set forth in the letter of assignment will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent [50%] of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution. Employees whose hours are reduced during the term of the letter of assignment will have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.
2. Pro-ration of District Contributions: An employee whose individual letter of assignment has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, will have the District's contribution prorated, consistent with the employee's percentage of employment.
3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees are eligible for two single plans or one family plan. The premium contributions for spouses will be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - a. Coverage under one family plan; or
 - b. One cash-in-lieu benefit instead of a family plan (subject to the eligibility of the insurance carrier); or
 - c. Two single plans; or
 - d. One single plan and one cash-in-lieu benefit

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

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District will pay no more than **[insert percentage contribution amount or fixed dollar amount]** of the single premium of the lowest cost health insurance plan unless the employee does not complete the **Health Risk Assessment and Health Survey Assessment**. If the employee does not

complete both the Health Risk Assessment and the Health Survey Assessment, he/she shall contribute an additional **[insert amount]** per month toward the cost of the single health insurance plan. Employees are responsible for the remaining portion of the premium.

2. **Family Coverage:** For full-time employees who are eligible for and select family coverage, the District will pay no more than **[insert percentage contribution amount or fixed dollar amount]** of the family premium of the lowest cost health insurance plan unless the employee does not complete the Health Risk Assessment and Health Survey Assessment. If the employee does not complete both the Health Risk Assessment and the Health Survey Assessment, he/she shall contribute an additional **[insert amount]** per month toward the cost of the health insurance plan. Employees are responsible for the remaining portion of the premium.

[Editor's Note: Insert other health insurance conditions that are applicable to all district staff that are eligible for insurance, e.g., deductibles, co-payments, health reimbursement accounts, etc.]

12.03 Liability Insurance

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

12.04 Life Insurance

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

A. Eligibility:

1. **Minimum Hours for Any Board Contribution:** An employee whose individual letter of assignment has an assignment of at least **[insert number of hours]** is eligible to participate in the District's life insurance. Hours worked beyond those set forth in the letter of assignment will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than **[insert number of hours]** are not eligible to participate in the District's life insurance plan. Employees whose hours are reduced during the term of the letter of assignment will have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.
2. **Pro-ration of District Contributions:** **[If the District prorates its portion of this benefit, insert a description of the proration method the District uses here.]**

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

C. **Premium Contributions:** The District will pay **[insert amount]** for term life insurance equal to the next highest **one thousand dollars (\$1000)** of each eligible employee's salary. The employee will pay the remaining portion of the premium.

12.05 Long-Term Disability

[Editor's Note: The district may wish to investigate having the employee pay the long-term disability insurance premium for taxation of benefit purposes.]

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

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual letter of assignment has an assignment of at least **[insert number of hours]** is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the letter of assignment will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than **[insert number of hours]** are not eligible to participate in the District's long-term disability insurance plan. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.
 2. Pro-ration of District Contributions: **[If the District prorates its portion of this benefit, insert a description of the proration method the District uses here.]**
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment will cease at the end of the month the resignation or termination becomes effective.
- C. Premium Contributions: The District will pay **[insert amount]** for long-term disability insurance. The employee must pay the remaining portion of the premium. The benefits will be equal to **[insert percentage]** percent (%) of the employee's monthly wages. Coverage will begin after the **[insert days]** consecutive calendar day of disability and continue until the employee is eligible to work or **[insert termination point in policy, e.g. 24 months or age 65]**.

12.06 Short-Term Disability

[Editor's Note: The district may wish to investigate having the employee pay the short-term disability insurance premium for taxation of benefit purposes.]

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

- A. Eligibility:
1. Minimum Hours for Any Board Contribution: An employee whose individual letter of assignment has an assignment of at least **[insert number of hours]** is eligible to participate in the District's short-term disability insurance. Hours worked beyond those set forth in the letter of assignment will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than **[insert number of hours]** are not eligible to participate in the District's short-term disability insurance plan. Employees whose hours are reduced during the term of the letter of assignment will have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.
 2. Pro-ration of District Contributions: **[If the District prorates its portion of this benefit, insert a description of the proration method the District uses here.]**
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment will cease at the end of the month the resignation or termination becomes effective.
- C. Premium Contributions: The District will pay **[insert amount]** for short-term disability insurance. The employee shall pay the remaining portion of the premium. The benefits will be equal to **[insert percentage]** percent (**[]**%) of the employee's monthly wages. Coverage will begin after the **[insert days]** consecutive calendar day of short-term disability and continue until the employee is eligible to work or is eligible for long-term disability.

12.07 Wisconsin Retirement System (WRS) Contributions

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

12.08 Alternate Benefit Plan [ABP] in Lieu of Health Insurance

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

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

School Year	ABP Annual Amount
<i>[insert year]</i>	\$XXXX.XX

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at fifty percent (50%) of more of a full-time contract who select the cash compensation will receive a pro-rated amount of the District's contribution based upon the part-time employee's percentage of full-time employment.

- G. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check.
- H. Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.
 1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee shall be permitted to change the TSA amount or vendor up to

three (3) times per calendar year provided he/she provides the District with at least thirty (30) calendar days notice.


2. The District will pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, are subject to all applicable payroll taxes, including FICA and Medicare.
3. Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations of law, will be added to the employee's paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.

I. Beginning Eligibility Date for Alternative Benefit Plan Payments:

1. **New Employees:** Payments will be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (January 1). However, the District will use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contribution is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will make the payment.
2. **Current Employees:** Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 cafeteria plan rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception (such as an employee getting married, loss of spouse coverage, etc.), employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

SECTION 13. POST-EMPLOYMENT BENEFITS

Editor's Note: Contact the WASB or the District's legal counsel for assistance in drafting your post-employment benefits, individual retirement contracts and waiver of claims provisions, if any.

A decorative graphic element consisting of several overlapping, curved green shapes that form a stylized, abstract shape, possibly resembling a large letter 'X' or a similar symbol. The shapes are layered, with some appearing in front of others, creating a sense of depth and movement. The colors range from a bright green to a slightly darker shade of green.

***Part IV –
Staff With Individual
Contracts Under
Section 118.24, Wis. Stats.,
Executive, Administrative
and Academic
Administrative
Employees***

INSERT

School District Administrative Contract

Editor's Note: Inclusion of this section is discretionary. The District may wish to insert a copy of the District's standard school district administrator contract. The WASB has samples for your review. Please contact WASB at 1-877-705-4422.

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

[Editor's Note: IMPORTANT! For professional employees who are not covered by section 118.21, Wis. Stats. or section 118.24, Wis. Stats. the District is free to establish the standard for dismissal as set forth in Part III, section 1. Please contact WASB for more information at 1-877-705-4422 or your local District counsel.]

1.01 Standard for Nonrenewal for Administrators

[Editor's Note: Choose Option A or Option B]

*** Option A:**

Administrators employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.24, Wis. Stats. The nonrenewal of an administrator is not a termination under section 1.02 below.

*** Option B:**

Administrators employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.24, Wis. Stats. No administrator shall be non-renewed for arbitrary or capricious reasons. The nonrenewal of an administrator is not a termination under section 1.02 below.

1.02 Standard for Discipline and Termination

An administrator 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 administrator conduct in which the District has a disciplinary or termination interest; and
- B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

[Editor's note: The standard for administrator discipline and termination may also be specified in the administrator's individual contract. This provision should be drafted to align with such individual administrator contracts.]

1.03 Disciplinary Materials

Copies of any disciplinary material(s) will be provided to the administrator before such material is placed in the administrator's personnel file.

SECTION 2. JOB RESPONSIBILITIES

2.01 Professional Level of Competence

Administrators shall perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations and policies of the Board which now exist or which may be hereafter enacted by the Board.

2.02 Devotion of Full-time to Job

Except as is otherwise provided in the administrator's individual contract, administrators shall devote full time to the duties and responsibilities normally expected of the administrator's position. Administrators shall not engage in any pursuit, or accept any other employment, which interferes with the proper discharge of the administrator's duties and responsibilities.

2.03 Administrator License or Certificate

Administrators shall maintain a valid license or certificate, properly registered and issued by the State of Wisconsin, sufficient to lawfully permit each administrator to perform such duties as may be assigned.

2.04 Job Description

Upon written request, the Board will provide administrators with written job descriptions of each administrator's services, duties and obligations.

SECTION 3. WORK SCHEDULES

[Editor's note: If the district wishes to have the ability to transfer an administrative employee to a position that is within the certification, but is not the specific position delineated on the individual contract, the individual contract needs to be amended in order to allow such a transfer to occur. Please contact WASB Staff Counsels or the District's legal counsel with any questions.]

3.01 Work Schedules for Administrative Staff

Administrative staff work schedules are set by the district administrator with the professional duties of each administrator taken into account in the setting of the work schedule. Each administrator's work schedule will be aligned with the days and term of employment specified in the administrator's individual contract. Full time employees are generally expected to work eight-hour duty days. Professional staff (exempt personnel in accordance with the Fair Labor Standards Act) such as central office administrators, directors, coordinators, principals, associate principals, assistant principals, directors of instruction, counselors, campus athletic coordinators, diagnosticians and supervisors, are expected to report for duty for at least eight hours each day, excluding a 30-minute lunch break. Administration schedules may vary because of staggered starting times and job responsibilities, so long as all employees listed are scheduled for a minimum eight-hour duty day.

[Editor's Note: Exempt administrative, executive and professional employees are not subject to the minimum wage and overtime requirements of the FLSA if they are paid on a salary basis. The salary basis requirement imposes some restrictions on the employer's ability to dock an exempt employee's pay for unpaid absences, discipline or other reasons. Teachers are exempt professional employees who are not subject to the minimum wage and overtime requirements of the FMLA even if they are not paid on a salary basis. See 29 CFR 541.303. Attorneys are subject to a similar exemption. Other school professional, administrative and executive employees must be paid on a salary basis to not be covered by the overtime and minimum wage requirement. The following language describes the circumstances under which exempt school employees other than teachers and attorneys may be docked in pay consistent with the FLSA salary basis requirement. While school districts are not required to follow these procedures for teachers, districts may decide to apply the same salary docking rules to teachers, administrators and other exempt employees]

3.02 Pay Docking

- A. Exempt employees need not be paid for any workweek in which they perform no work and use no accrued paid leave. See 29 CFR §541.602(a).
- B. Deductions from pay may be made when an exempt employee is absent from work and does not use accrued paid leave for one or more full days for personal reasons, other than sickness or disability. See 29 CFR §541.602(b)(1).
- C. Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with a bona

fide plan, policy or practice of providing accrued paid leave for such sickness or disability and where the employee has exhausted such leave. See 29 CFR §541.602(b)(2).

- D. The District cannot make deductions from pay for absences of an exempt employee occasioned by jury duty, attendance as a witness or temporary military leave, the employer can offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of the exemption. See 29 CFR §541.602(b)(3).
- E. Deductions from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules. Such suspensions must be imposed pursuant to a written policy applicable to all employees. See 29 CFR §541.602(b)(5).
- F. The District is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Federal or Wisconsin Family and Medical Leave Acts. Rather, when an exempt employee takes unpaid leave under either Family and Medical Leave Act, the District may pay a proportionate part of the full salary for time actually worked. See 29 CFR §541.602(b)(5).
- G. Exempt employees who are eligible to accrue sick, personal and other paid leave who take leave for personal reasons or because of illness or injury of less than one work day may have their pay docked when such accrued leave is not used by the employee because:
 - 1. Permission for its use has not been sought or has been sought and denied;
 - 2. Accrued leave has been exhausted; or
 - 3. The employee chooses to use leave without pay.
- H. It is the policy of the **[insert district name]** school district that improper pay deductions from the salary of exempt employees under the federal Fair Labor Standards Act as specified in board policy, this handbook and 29 C.F.R. §541.602 are prohibited. Employees are to promptly report any improper pay deductions to **[insert name or office responsible for resolving improper pay deduction questions]**. Employees who have had improper deductions made from their compensation will be promptly reimbursed. See 29 CFR §541.603(d).

SECTION 4. PROFESSIONAL GROWTH

4.01 Requirement to Remain Current

Administrators shall engage in independent and active efforts to maintain high standards of individual excellence. Administrators are encouraged to continue professional growth through participation in conventions, programs, professional meetings and other activities conducted by local, state and national administrator associations; seminars, workshops and courses offered by institutions of higher learning, and other formal and informal professional development activities.

4.02 Professional Reimbursement Program

[Editor's Note: Insert professional development reimbursement language (e.g., credit reimbursement, professional association membership reimbursement, etc.), if any, in this section.]

SECTION 5. ADMINISTRATOR EVALUATION

[Editor's note: Section 121.02(1)(q), Wis. Stats. requires that each school board shall evaluate in writing, the performance of all certified school personnel at the end of their first year and at least every third year thereafter.]

5.01 General Provisions

Administrators will receive written evaluations based on board-adopted position descriptions, including job-related activities.

5.02 Evaluation Frequency

Administrators will receive a written evaluation at the end of their first year of employment and at least every third year thereafter.

[Editor's Note: Check each administrator's individual contract for language requiring more frequent evaluation than that specified above. This provision should be drafted to align with such individual administrator contracts.]

5.03 Evaluators

The board is responsible for the district administrator's evaluation. The district administrator is responsible for the evaluation of other administrators and shall either perform those evaluations him or herself or shall direct that those evaluations be performed by other persons who have the training, knowledge and skills necessary to evaluate professional administrative school personnel.

SECTION 6. PROFESSIONAL COMPENSATION

6.01 Professional Compensation

Administrators will be compensated in accordance with the terms of their individual contracts.

SECTION 7. INSURANCES

[Editor's Note: DISCLAIMER - The delineation of the following benefits is not a recommendation to provide the following benefits, eligibility thresholds or benefit levels, but rather as an example of language on these particular items. Therefore, if your district does not offer one or more of the following benefits, you should remove those sections from the Handbook accordingly.]

7.01 Dental Insurance

The Board will provide dental insurance to eligible administrators. Each administrator's eligibility for dental insurance shall be noted in the administrator's individual contract. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent [50%] of full-time equivalency is eligible to participate in the District's dental insurance. Full-time equivalency is defined as **[insert number of hours]**. Hours worked beyond those set forth in the individual contract will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be

limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent [50%] of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, will have the District's contribution prorated, consistent with the employee's percentage of employment.
3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees are eligible for two single plans or one family plan. The premium contributions for spouses will be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - a. Coverage under one family plan; or
 - b. One cash-in-lieu benefit instead of a family plan (subject to the eligibility of the insurance carrier); or
 - c. Two single plans; or
 - d. One single plan and one cash-in-lieu benefit.

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

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage will cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the term of his/her contract, District coverage will cease at the end of the month the resignation or termination becomes effective. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30 of any year, his/her insurance benefits will terminate as of August 31 of that year.

C. Premium Contributions: Dental insurance premium contributions shall be specified in the administrator's individual contract.

[Editor's Note: Insert other dental insurance conditions that are applicable to all district staff that are eligible for insurance, i.e. deductibles, co-payments health reimbursement accounts, etc. if the District so chooses.]

7.02 Health Insurance

The Board will provide health insurance to eligible administrators. Each administrator's eligibility for health insurance will be noted in the administrator's individual contract. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

[Editor's Note: For employer's covered by the Affordable Care Act's Shared Responsibility Provisions, the language highlighted in blue should be deleted. Under the ACA, an hour of service generally means each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer, and each hour for which an employee is paid, or entitled to

payment, for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

Under the final regulations, an hour of service does not include any hour of service performed as a bona fide volunteer, as part of a Federal Work-Study Program (or a substantially similar program of a State or political subdivision thereof) or to the extent the compensation for services performed constitutes income from sources without the United States.

Applicable large employers are subject to the shared responsibility requirements of the ACA starting January 1, 2015, although there is transition relief for employers with at least 50 but fewer than 100 full time equivalent employees. That transition relief makes the shared responsibility requirement not applicable to such employers until January 1, 2016. Employers who are applicable large employers subject to the shared responsibility provisions of the Affordable Care Act should delete language excluding hours worked beyond those set forth in the individual contract (highlighted in blue). Small employers not subject to the shared responsibility provisions of the Affordable Care Act may choose to include this language in their handbooks.

<http://www.irs.gov/uac/Newsroom/Questions-and-Answers-on-Employer-Shared-Responsibility-Provisions-Under-the-Affordable-Care-Act>

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent [50%] of full-time equivalency is eligible to participate in the District's health insurance. Full-time equivalency is defined as *[insert number of hours]*. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent [50%] of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, will have the District's contribution prorated, consistent with the employee's percentage of employment.
3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees are eligible for two single plans or one family plan. The premium contributions for spouses [50%] be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - a. Coverage under one family plan; or
 - b. One cash-in-lieu benefit instead of a family plan [subject to the eligibility of the insurance carrier]; or
 - c. Two single plans; or
 - d. One single plan and one cash-in-lieu benefit

- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:
1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage will cease at the end of the month the resignation or termination becomes effective.
 2. If an employee resigns or is terminated who has completed the term of his/her contract, District coverage will cease at the end of the month the resignation or termination becomes effective. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30, his/her insurance benefits shall terminate June 30th.
- C. Premium Contributions: Health insurance premium contributions will be specified in the administrator's individual contract.

[Editor's Note: Insert other health insurance conditions that are applicable to all district staff that are eligible for insurance, e.g., deductibles, co-payments, health reimbursement accounts, etc. if the District so chooses.]

7.03 Liability Insurance

The Board will carry liability insurance which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees are 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.

7.04 Life Insurance

The Board will provide life insurance to eligible administrators. Each administrator's eligibility for life insurance will be noted in the administrator's individual contract. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least **[insert number of hours]** is eligible to participate in the District's life insurance. Hours worked beyond those set forth in the individual contract will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than **[insert number of hours]** are not eligible to participate in the District's life insurance plan.
 2. Pro-ration of District Contributions: **[If the District prorates its portion of this benefit, insert a description of the proration method the District uses here.]**
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The life insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:
1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage will cease at the end of the month the resignation or termination becomes effective.
 2. If an employee resigns or is terminated who has completed the term of his/her contract, District coverage will cease at the end of the month the resignation or termination becomes effective. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30, his/her life insurance benefits will terminate June 30th.

- C. Premium Contributions: Life insurance premium contributions will be specified in the administrator's individual contract.

7.05 Long-term Disability

[Editor's Note: The district may wish to investigate having the employee pay the long-term disability insurance premium for tax purposes.]

The Board will provide long-term disability insurance to eligible administrators. Each administrator's eligibility for long-term disability insurance will be noted in the administrator's individual contract. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least ***[insert number of hours]*** is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the individual contract will not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than ***[insert number of hours]*** are not eligible to participate in the District's long-term disability insurance plan.
2. Pro-ration of District Contributions: ***[If the District prorates its portion of this benefit, insert a description of the proration method the District uses here.]***

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

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage will cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the term of his/her contract, District coverage will cease at the end of the month the resignation or termination becomes effective. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30, his/her long-term disability insurance benefits will terminate June 30th.

- C. Premium Contributions: Long-term disability insurance premium contributions will be specified in the administrator's individual contract.

7.06 Short-term Disability

[Editor's Note: The district may wish to investigate having the employee pay the short-term disability insurance premium for tax purposes.]

The Board will provide short-term disability insurance to eligible administrators. Each administrator's eligibility for short-term disability insurance will be noted in the administrator's individual contract. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least ***[insert number of hours]*** is eligible to participate in the District's short-term disability insurance. Hours worked beyond those set forth in the individual contract will not be used to determine insurance eligibility or insurance contributions. Such hours excluded

may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than **insert number of hours** are not eligible to participate in the District's short-term disability insurance plan.

2. Pro-ration of District Contributions: **If the District prorates its portion of this benefit, insert a description of the proration method the District uses here.**

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

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

C. Premium Contributions: Short-term disability insurance premium contributions will be specified in the administrator's individual contract.

7.07 Wisconsin Retirement System (WRS) Contributions

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

7.08 Alternate Benefit Plan [ABP] in Lieu of Health Insurance

[Editor's Note: The following is an optional item if the District implements an alternative benefit plan.]

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

- A. Employees who choose the ABP option will be required to sign up by August 1 and commit to this change to be effective the following September 1.
- B. In order for this provision to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.
- C. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an open enrollment opportunity to enroll in the group health insurance plan.
- D. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.
- E. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan in section 15.01 between:
 1. Participation in the District's health plan, with the premium payment specified in the applicable part of the *Handbook* covering such employees, or

2. A cash payment equal to the amount listed in the applicable part of the *Handbook* covering such employees.

F. Cash Compensation: The cash contribution dollar amount shall be equal to:

School Year	ABP Annual Amount
<i>insert year</i>	\$XXXX.XX

The amount of each additional cash contribution dollar amount will be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at fifty percent (50%) or more of a full-time contract who selects the cash compensation will receive a pro-rated amount of the District's contribution based upon the part-time employee's percentage of full-time employment.

- G. The cash compensation amount will be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the teacher's payroll check.
- H. Where the employee chooses cash, the District will facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.
 1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee may change the TSA amount or vendor up to three (3) times per calendar year provided he/she provides the District with at least thirty (30) calendar days notice.
 2. The District will pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, are subject to all applicable payroll taxes, including FICA and Medicare.
 3. Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations of law, will be added to the employee's paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.

I. Beginning Eligibility Date for Alternative Benefit Plan Payments:

1. New Employees. Payments are based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (January 1) However, the District will use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contribution is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will make the payment.
2. Current Employees. Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 cafeteria plan rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception (such as an employee getting married, loss of spouse coverage, etc.), employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria

plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

SECTION 8. POST-EMPLOYMENT BENEFITS

[Editor's Note: Contact WASB or the District's legal counsel for assistance in drafting your post-employment benefits, if any. The WASB can also assist you in drafting retirement contracts for individual employees that contain the applicable waiver of claims provisions.]

Insert

Chain of Command Chart



*Part V –
Co-Curricular Staff*

Advisor/Coach Role

Philosophy

It is the philosophy of the Cochrane-Fountain City Co-Curricular Activities to provide a learning experience of the activity that will enhance the classroom teaching of the district. Coaches are to be teachers of the activity rather than participant selectors of the activity.

The co-curricular advisor/coach shall be responsible in the planning and direction of the activity particularly as it relates to:

I. Students - The 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 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 advisor should:

- ° Implement school board policies, administrative rules and regulations
- ° Prepare and administer budgets
- ° Make timely recommendations regarding the improvement of co-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 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 advisor should inform parents of:

- ° Philosophy of activities
- ° Dates of activities
- ° Times of practices
- ° Procedures for injuries

Behavior expectations

Advisors' expectations

V. Personal and Professional Development - The 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

SECTION 1. ATHLETIC AND ACTIVITY ASSIGNMENTS

1.01 Letter of Assignment

Employees must supervise the 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 an extra-curricular activity on a paid basis.
- B. The stipend for extra-curricular activities will be specified in the letter of assignment.
- C. The letter of assignment is not a contract, and individuals holding extra-curricular positions are at-will employees.

1.02 Payments

[Editor's Note: Some districts currently pay employees once or twice a season and may do so because of a collective bargaining exception in section 109.03(1)(a). However, that exception will no longer exist because the frequency of payments will be a prohibited subject of bargaining. Due to this change, the payment schedule in section 1.02 is offered.]

Payments for extra-curricular activities will be made in accordance with District payroll procedures. However, wages earned will be paid at least monthly, with no longer than 31 days between pay periods.

1.03 Work Schedule

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

1.04 Evaluation of Extra-Curricular Assignments

Individuals holding extra-curricular assignments 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.

1.05 Volunteers

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

- A. They will not be eligible for salary/wages, stipend, or benefits;
- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
- C. They 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) and agree to have a tuberculin skin (TB) test;
- E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
- F. They accept direct and indirect supervision of the head coach; and,
- G. They may be dismissed at any time without cause.

1.06 Extra-Curricular Pay Schedule

[Editor's Note: Please be aware that, for all employees who are not otherwise district professional employees working a specific number of hours under the FLSA, individuals working in an extra-curricular position must be paid at least minimum wage for hours worked and that support staff performing such duties may have such hours counted toward overtime eligibility. Please contact WASB or your local district legal counsel with questions.]

[insert the District's schedule]

1.07 Activity/Sport Disclosures

All co-curricular advisors and coaches are to 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 sport season.

1.08 Athletic Injuries/Concussions

A participant in a recreational activity that includes physical contact between person 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. Please be sure to explain the insurance coverage available to students through the program Student Assurance Services offers.

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 Co-Curricular folder on Teachers. 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:

- A. The athlete, 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.
- B. Scenic Valley Ambulance will be on hand, or if needed call 911.
- C. 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.
- D. Notify the parents of the student involved if they are not present.
- E. Be sure to report any injury involving a doctor, ambulance, or hospital to the office the very next day.

1.09 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.

1.10 Practices/Activities

- A. An advisor/coach must be present at all practices/activities to provide supervision.
- B. Advisors/coaches should be the first to arrive and the last to leave.
- C. 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.
- D. Sunday activities are discouraged. Any Sunday activities or practices must be approved in advance by the Activities Director and the principal.
- E. In the event school is called off and students are sent home because of weather or an emergency, all activities WILL BE SUSPENDED.
- F. 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.
- G. Any student who is suspended may not practice or participate or attend any school events on that day.
- H. Any student on detention cannot attend practice or an activity on that day.
- I. Advisors/coaches are to be sure all the participants in their program have left the premises prior to the advisor/coach leaving.
- J. Advisors/coaches are to be sure the building doors are closed and locked before leaving following a practice or contest.

1.11 Reimbursement for Clinics, Workshops, Coach Non-Participation at State Tournaments

A HEAD coach will be reimbursed for expenses incurred for attendance at clinics, workshops, and/or state tournaments they attend when their team is not attending up to \$200 per year. Such expenses include substitute teacher reimbursement, meals, lodging, travel, fees, tickets, registration, etc.

Coaches are to submit a form to the Activities Director listing the expenses to be incurred at the clinic or workshop PRIOR to making arrangements for attendance at these clinics.

1.12 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.

1.13 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.

1.14 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.



*Part VI –
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, a physical examination (including a tuberculin test or chest x-ray), and a criminal background check.

SECTION 2. SUBSTITUTE TEACHERS

2.01 Licensure and/or Permit

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

2.02 Training and Evaluation

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

2.03 Assignment and Professional Responsibilities

Assignments: Substitutes shall be assigned at the discretion of the District.

OR

Assignments: Substitutes shall be assigned as follows.

1. Principals' requests for a given substitute will take first precedence.
 2. Teachers' requests for a given substitute will take second precedence. The jobs under this subsection will be posted to substitutes as soon as the District has been notified of an absence.
 3. After the above process has been completed, all other substitutes will be notified of the available work.
- A. A copy of the appropriate school policies, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule (bell schedule when applicable), name of any individual designated in charge of discipline, seating charts, class schedule and lesson plans for all classes to be taught shall be made available to the substitute. School Board policies will be available to the substitute upon request.
- B. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment
1. A substitute teacher may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute teacher list if the substitute demonstrates a pattern or practice of declining assignments.
 2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute teacher may also cancel a teaching assignment using the automated system in advance of the current day without providing notification to the **Secretary, District Substitutes**. A substitute who wishes to cancel an assignment on the current date must inform the **Secretary, District Substitutes** by phone. Any substitute teacher who abuses the cancellation privilege, in the District's discretion, will have their cancellation privileges revoked.
- B. Professional Responsibilities:

The professional responsibilities and duties of substitutes shall be consistent with the regular teacher's responsibilities and duties for whom they are substituting. When a substitute is employed as a long-term substitute teacher, or is employed at the end of the semester, and is expected to close out school records, do report cards, and inventories, he/she may be given up to one day to complete these tasks if deemed necessary by the principal. The substitute will be compensated at the applicable substitute rate.

C. Long-Term Substitute Assignment:

1. When a substitute is assigned for more than ten (10) consecutive days in the same position, then the long-term rates apply retroactive to the first day, unless the long-term nature of the assignment is known in advance, in which case payment will begin on the first day. The substitute's hourly rate shall be computed based on the number of periods per day in a building (e.g. at elementary level – eight (8) hours).
2. Responsibilities of the long-term substitute teacher shall be the same as the regular classroom teacher.

- D. Substitute Teaching Day: A substitute's teaching day shall be eight (8) hours, excluding the duty-free lunch, when subbing for a full-time teacher who is absent for a whole day. If a teacher does not have a full schedule of classes the time will be prorated. A substitute's teaching day may be less than eight (8) hours if the substitute is replacing a teacher on a partial absence.

Substitute teachers are expected to be in or by their rooms by 7:45 a.m. and may leave the building following the last scheduled class of the day.

2.04 General Substitute Guidelines

The office opens at 7:30 a.m. and closes at 4:00 p.m.

Students are not to be in the building prior to 7:45. Students who do arrive prior to 7:45 will remain in the commons until that time.

Outside doors are locked and the Security Buzz-In system at the main door is activated at the beginning of the school day.

1. Check in with the office and sign your sub slip.
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.
 - i. Call the Main Office if unable to locate.
4. Take attendance and call the office at the beginning of 1st hour to report attendance.
 - i. If subbing for grades 7-12, you should record the remaining class periods on the Attendance Slip provided and return at the end of the day.
5. Follow the teacher's instructions.
6. Follow the class rules.
7. Follow the school schedule.
8. Return key (and attendance slip) to Main Office before you leave.

2.05 Student Attendance

Grades 4K-6: Take attendance by 8:30 a.m. Mark children absent using Infinite Campus Attendance or call the office to report absent students. Students who arrive or leave after attendance is taken should have a permission slip from the office. If they do not, please send them to the office to get one.

Grades 7-12: Attendance is to be taken each class period at the beginning of the period. Mark students absent using Infinite Campus Attendance or call the office to report students who are absent first period. Students who arrive after attendance is taken should have a pass from another staff member or an admit slip from the office.

2.06 Dismissal From Class

The substitute teacher dismisses students from class, not the bell. You should open the classroom door and remain there until the bell rings for the next period.

2.07 Passes

Each C-FC student in grades 7-12 receives an agenda book. The book contains pass pages. The agenda book pass pages will be used to obtain passes from teachers. Students leaving an assigned area are to have the teacher/supervisor of the area sign and note the time on the pass page prior to leaving the area for another destination. Students returning to the classroom/study hall are to have the signature/time stamp of the teacher/supervisor of the designated assigned area. 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 are to remain there until the period ends.

2.08 Supervision

Each substitute teacher is responsible for the supervision of the students assigned to his or 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 is negligence. Call for assistance in a time of need.

2.09 Corridors

Please be stationed by the classroom door during passing periods where you can observe both the room and the corridors. While there, you are to supervise students' behavior in the corridors. Slamming of lockers, shouting, running, throwing paper, fighting, etc., are not to be tolerated. Please call the office to report any situations you need assistance with.

2.10 Assembly Programs/Pep fests

All substitute teachers are to attend programs and pep fests during the school day when your assigned classes are attending such programs. You are to sit with the students so that you can provide supervision. You are as much responsible for the supervision of students during programs as if you had these same students in your class during that time.

2.11 Communications

In addition to the newsletter, the district uses the website www.cfc.k12.wi.us to post calendars and other school information. In the high school, daily announcements are broadcast on the televisions located in the hall and commons.

Students are allowed to use a cell phone or other electronic device before and after school, during passing times and during lunch. Each teacher sets the policy for cell phone use in the classroom. Please follow the policy of the teacher you are substituting for.

2.12 Emergency Drills

State law requires schools to conduct monthly fire drills to insure the safe exit of students and personnel. All students are expected to proceed as follows when the continuous blast is sounded. Leave the room quickly and quietly in single file and orderly fashion. Students are to move away from the building through exits designated by the faculty and administration. Students are to report to their grade level teacher or to their period teacher once outside the building at a pre-assigned spot. A poster is hung in each classroom indicating the route to leave the building.

The tornado warning is a loud siren tone. When this warning is sounded, students are to report to the area designated by the poster in the room they are currently in. Sit on the floor with your back to the wall and your hands on your head. Should you not have time to report to the assigned area in the case of a tornado, try to get to an interior wall and sit in that manner. Students who are outdoors and may not have time to return to the building should huddle in a near-by ditch or low area or lay down as flat to the ground as possible using your hands to cover your head.

Any student who does not cooperate with staff during a drill will be subject to disciplinary action. Any student suspected of activating a false fire alarm will be referred to the sheriff's office.

The district encourages informal resolution of complaints under this policy. If any person believes that the C-FC School District or any part of the school organization has failed to follow the law and rules of s.118.13, Wisconsin Stats, and PI 9, Wis. Admin. Code, or in some way discriminates against pupils on the basis listed above, he/she may bring or send a complaint to District Administrator, C-FC Schools, S2770 STH 35, Fountain City, WI 54629, 608-687-7771.

2.13 Volunteers

Teachers often times have volunteers help in the classroom. If a volunteer is helping on a day you sub, please welcome them.

2.14 Telephone Use & "Dialing-Out"

No personal long-distance calls may be billed to the school. Limit use of your cell phone to times you are not with students.

Using the classroom telephone to make a phone call:

- Within the building: Pick up receiver, dial the 3-digit extension (see p.7 for a copy of the 'Phone Extensions' list).
- For local phone calls: Pick up receiver, press '9', then dial the 7-digit phone number (no area code).

2.15 Flame Producing Products

Lighters, matches or any other flame producing articles are not allowed in student possession at school. A student found in possession or in use of any of these devices will have the device confiscated and will be subject to disciplinary action.

2.16 Compensation

- A. Daily Rate: Substitute teachers shall receive compensation for services rendered as provided in section 2.07.
- B. Homebound or Alternative Site Instruction:

1. Substitute teachers who are contracted to provide homebound or alternative site instruction to a student of this school district, will be compensated at the rate of **[insert rate]** dollars **(\$xx.xx)** per hour.
2. Substitute teachers will be paid mileage from the student's school to the student's location and back pursuant to the terms of the *Handbook*. If a substitute teacher is required to report to the District and subsequently travel to a different location (either within or outside of the District), the District will reimburse him/her an amount equal to the Internal Revenue Service (IRS) business travel rate per mile for travel to that second location (and back to the first location, if required by the District).

2.17 Dismissal/Removal from Substitute List

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

2.18 Miscellaneous Provisions

- A. **In-Service:** Each per diem substitute may be required to participate in new teacher orientation or teacher in-service day programs in the schools. Per diem substitutes shall be paid at their applicable rate for in-service participation if the employer requires them to attend. Long-term substitutes will be required to attend in-service days and will receive their long-term rate. The principal may, in his/her discretion, determine and notify the long-term substitute that he/she is not required to attend an in-service day(s) and will not be paid for that day. Substitute teachers may participate in after school/summer in-services at no cost, provided teachers members and/or administrators are able to attend without cost. Substitute teachers may participate in after school/summer in-services at the same cost as teachers provided the vendor offers such a discount to substitute teachers. The substitute teacher may participate at the cost established by the vendor if the vendor does not offer such a discount to substitute teachers. Substitute teacher availability to participate in all of the above school/summer in-services will be on a space available basis as determined by the District.
- B. **Mileage:** Substitute teachers assigned and working for the District on the same day at more than one school or work location, will be reimbursed mileage at the rate set forth in the *Handbook* for use of their personal automobile in traveling from one District work site to another.
- C. **Duty Free Lunch:** All substitutes shall be provided with a daily duty-free lunch period of at least thirty (30) continuous minutes.
- D. **In-service/Orientation:** The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary and the in-service shall last no more than two (2) hours. Substitute teachers attending the in-service will not be compensated for their attendance.
- E. **Online Services:** Long-term substitutes will be provided district email accounts and network access. Substitutes who are compensated at the experienced pay level will be provided with a personalized computer account and password.

2.19 Substitute Teacher Pay Schedule

Substitute teachers shall be employed at the rate established by the District. As of **[insert date]** the rate of pay is as follows:

SUBSTITUTE TEACHER PAY SCHEDULE

[insert year]

Category	[insert year]
Short-Term Per Diem Substitute	\$.xx.xx/day
Long-Term Per Diem Substitute (If employee works more than ten (10) days in the same position, then the long-term rate applies beginning with the first day, unless the long-term nature of the assignment is known in advance, in which case payment will begin on first day.)	\$.xx.xx/day

Part-time substitute teachers will be paid on a prorated basis based off of the full daily rates set forth above. The substitutes' hourly rate shall be computed based on the number of periods per day in a building. (At the elementary level - 8 hours.)

SECTION 3. SUPPORT STAFF SUBSTITUTES

3.01 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.

3.02 Training and Evaluation

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

3.03 Assignment and Professional Responsibilities

- A. Assignments: Substitutes will be assigned at the discretion of the District.
- B. Board Policies: A copy of the appropriate school policies will be made available to the substitute upon request.
- C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment:
 - 1. A substitute may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute list if the substitute demonstrates a pattern or practice of declining assignments.

2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute may also cancel an assignment using the automated system in advance of the current day without providing notification to the **Secretary, District Substitutes**. A substitute who wishes to cancel an assignment on the current date must inform the **Secretary, District Substitutes** by phone. Any substitute who abuses the cancellation privilege, in the District's discretion, will have their cancellation rights revoked.
- D. **Responsibilities:** The responsibilities and duties of substitutes are consistent with the regular employee's responsibilities and duties for whom they are substituting.
- E. **Long-Term Substitute Assignment:**
1. When a substitute is assigned for more than ten (10) consecutive days in the same position, then the long-term hourly rates apply retroactive to the first day, unless the long-term nature of the assignment is known in advance, in which case payment will begin on the first day.
 2. Responsibilities of the long-term substitute are the same as the regular employee.
- F. **Substitute Day:** The substitute's length of service will be determined by the District.

3.04 Compensation

Hourly Rate: Substitute employees shall receive compensation for services rendered as determined by the District and as set forth in section 3.07.

3.05 Dismissal/Removal from Substitute List

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

3.06 Miscellaneous Provisions

- A. **In-Service:** Each per diem substitute may be required to participate in new employee orientation or in-service day programs in the schools. Substitutes will be paid at their applicable hourly rate for in-service participation if the employer requires them to attend.
- B. **Mileage:** Substitute assigned and working for the District on the same day at more than one school or work location, will be reimbursed mileage at the rate set forth in the *Handbook* for use of their personal automobile in traveling from one District work site to another.
- C. **Breaks:** All substitutes will be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.
- D. **In-service/Orientation:** The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be strictly voluntary and the in-service will last no more than two (2) hours. Substitutes attending the in-service will not be compensated for their attendance.
- E. **Online Services:** Long-term substitutes will be provided district email accounts and network access. Substitutes who are compensated at the experienced pay level will be provided with a personalized computer account and password.

3.07 Substitute Employee Pay Rates

Substitutes shall be employed at the rate established by the District. As of **[insert date]** the rate of pay is as follows:

SUBSTITUTE PAY SCHEDULE

[insert year]

Category	[insert year]
Short-Term Substitute	[insert starting hourly wage for the position for which the employee is substituting]
Long-Term Per Diem Substitute	
(If employee works more than ten (10) days in the same position, then the long-term rate applies beginning with the first day, unless the long-term nature of the assignment is known in advance, in which case payment will begin on first day.)	[insert starting hourly wage for the position for which the employee is substituting]

APPENDICES

Cochrane-Fountain City School District End-Of-Year Teacher Checkout

Teacher Signature _____

School Year _____

Prior to leaving at the end of the school year, the following items are to be completed and this checkout sheet turned in to Mr. Stoppelmoor.

_____ Complete and submit all grades by the due date.

_____ Take down bulletin boards and put away all loose items to help facilitate the cleaning of your room.

_____ Make a sketch of how your room is laid out and leave it on your desk so the custodial staff knows how to set your room up after cleaning.

_____ Empty out your mailbox in the teacher lounge.

_____ Elementary teachers file copies of student report cards and MAPS scores into cum file.

_____ Return all library materials to Mrs. Bice.

_____ Return all computer equipment that is not dedicated to your room to Mr. Huffman.

_____ If you have any unpaid bills or student fines, turn that list in to Donna Baertsch.

_____ Teachers not returning to C-FC next fall or who will be living at a different address for the summer should give Karen Domine the address where to mail checks/W-2s.

_____ Teachers not returning to C-FC next fall must turn in room keys to Donna Baertsch on the last work day of the year.

_____ Teachers not returning to C-FC next fall should complete a Staff Exit Information sheet for Mr. Stoppelmoor.

_____ List any room maintenance issues below

Coaches' Pre-Season Checklist

Please complete the following items prior to/during the season:

COACH NAME

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 Operations and Procedures Manual for complete rules

Review WIAA's information for your sport

During the season:

Keep roster up-to-date with the Activities office

Notify the Activities office of any athlete injuries

Check student attendance (main office) daily

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

Dance Guidelines

A. Grades 9-12 Open Dances - Homecoming, Prom

1. Open dances begin at 8:00 p.m. and end at 12:00 midnight.
2. Open dances are open to any C-FC high school student and their escort or guest.
3. Two chaperones are necessary for open dances.
4. All clean-up activities must be completed no later than 5:00 the following day.
 - i. This includes all decorations, sweeping, etc.
5. A uniformed on or off duty sheriff's deputy must be at the front door from 7:30 pm. to 12:15 a.m.
6. The door will close at 9:30 p.m. after which no one is to be admitted without prior approval from the principal.
7. Once a student leaves the dance, (s)he may not be re-admitted. Exceptions may be made for emergency situations providing they are cleared with the chaperone at the front door prior to leaving.
8. The advisors must determine the necessary amount of light needed to do an adequate job of supervision.
9. The volume of the music is at the discretion of the advisors.
10. No student will be allowed to leave study hall in order to decorate for open dances unless they have a pass signed by the advisor. An advisor must be present at all times in order for students to decorate.
11. Junior high students may not attend senior high dances.

B. Grades 7-8 Dances

9. One dance may be scheduled during September/October/November, one during December/January/February and one during March/April/May.
10. The Junior High Student Council advisor will determine times for the dances.
 - i. All scheduled dances must conclude by 9:00 p.m. at the latest.
11. Senior high students (grades 9-12) may not attend junior high dances.

Bus Driver Checklist – Before Beginning Your Route

Report to work in the morning and afternoon allowing enough time before departure to complete a pre-trip inspection on the bus.

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.

Bus Driver Rotation, Routes, and Contact Information

Driver/Sub/Personnel	Classification
Sue Bronk	PM Route/AM Sub
Tim Beckendorf	ROUTE SUB ONLY
Angela Bryant	PM Route
Linda Fetting	Route
Randy Fetting	Mechanic
Tom George	AM Route/Transportation Director
Deb Hund – Morem	AM Route
Hank Koenig	Route Sub Only
Brian Loewenhagen	Route/No Trips
Joe Malchaski	Route
Doreen Mrozek	Route
Dan Murphy	Route
Michelle Oldendorf	Route
Bob Radawitz	Route
Merlin Ratz	Route
Chris Ritscher	Route
Mark Wilde	Route

Driver Routes and Contact List:

Route/Sub	Name	Home	Cell	Work	Air Brakes
Route 1	Doreen Mrozek	(608) 248-3132	(715) 495-2909		NO
Route 2	Merlie Ratz	(608) 687-6764			YES
Route 3	Chris Ritscher	(608) 685-4063			YES
Route 4 – AM	Deb Hund – Morem	(608) 248-3180	(715) 379-9270	(507) 453-8581	NO
Route 4 – PM	Angela Bryant		(608) 397-5724		YES
Route 5	Dan Murphy	(608) 687-7401	(507) 450-1596		YES
Route 6	Bob Radawitz	(608) 687-8201	(507) 450-8879		YES
Route 7 – AM	Tom George	(608) 687-6400	(507) 450-0169		YES
Route 7 – PM	Sue Bronk	(608) 687-3701	(608) 738-5250		YES
Route 8	Michelle Oldendorf	(608) 248-3243	(715) 533-5546		YES
Route 9	Mark Wilde	(608) 248-2970	(715) 495-3419		YES
Route 10	Joe Malchaski	(608) 687-7131	(715) 651-1779		YES
Route 11	Brian Loewenhagen		(715) 461-0175		YES
Route 12	Linda Fetting	(608) 626-2931	(715) 495-3783		YES
Mechanic	Randy Fetting		(715) 495-0787		YES
Sub AM/PM	Tim Beckendorf	(608) 248-2774	(507) 458-4291		YES
Sub AM/PM	Hank Koenig	(608) 248-2160	(715) 495-5563		YES

Staff Phone Extensions and Email Addresses

Instructional Staff

Susan Baloun	315	sbaloun@cfc.k12.wi.us
Wendy Baures	165	wbaures@cfc.k12.wi.us
Diane Bjorge	121	dbjorge@cfc.k12.wi.us
Mary Bohlinger	137	mbohlinger@cfc.k12.wi.us
Keli Burchill	214	kburchill@cfc.k12.wi.us
Melissa Cole	147	mcole@cfc.k12.wi.us
Elizabeth DuBois	323	edubois@cfc.k12.wi.us
Becky Duellman	134	bduellman@cfc.k12.wi.us
Roberta Farrand	349	rfarrand@cfc.k12.wi.us
Malissa Freeman	155	mfreeman@cfc.k12.wi.us
Mary Haake	114	mhaake@cfc.k12.wi.us
Andrea Hasslinger	337	ahasslinger@cfc.k12.wi.us
Brian Holt	321	bholt@cfc.k12.wi.us
Tracy Iberg	125	tiberg@cfc.k12.wi.us
Phyllis Jackson	318	pjackson@cfc.k12.wi.us
Brian Janezich	339	bjanezich@cfc.k12.wi.us
Lora Johansen	113	ljohansen@cfc.k12.wi.us
Erica Johnson	136	ejohnson@cfc.k12.wi.us
Christine Jumbeck	273	cjumbeck@cfc.k12.wi.us
Wayne King	314	wking@cfc.k12.wi.us
Kaarin Kjos	251	kkjos@cfc.k12.wi.us
Becky Kriesel	138	rkriesel@cfc.k12.wi.us
Ann Larkin	159	alarkin@cfc.k12.wi.us
Pamela Logue	262	plogue@cfc.k12.wi.us
Mary Kay Looney	161	mlooney@cfc.k12.wi.us
Steven Lyga	335	slyga@cfc.k12.wi.us
Jennifer Maday	347	jmaday@cfc.k12.wi.us
Laurie Marsh	154	lmarsh@cfc.k12.wi.us
Theresa McCamley	135	tmccamley@cfc.k12.wi.us
Melissa Mikelson	344	mmikelson@cfc.k12.wi.us
Andrea Mohr	317	amohr@cfc.k12.wi.us
Steve Nehring	319	snehring@cfc.k12.wi.us
John Nelson	274	jnelson@cfc.k12.wi.us
Heidi Noll	111	hnoll@cfc.k12.wi.us
Kathy Oesau	305	koesau@cfc.k12.wi.us
Dora Pelley	112	dpelley@cfc.k12.wi.us

Gretchen Pederson	250	gpederson@cfc.k12.wi.us
Pamela Prenot	109	pprenot@cfc.k12.wi.us
Sarah Puetz	105	spuetz@cfc.k12.wi.us
Sara Richert	221	srichert@cfc.k12.wi.us
Andrea Robinson	145	arobinson@cfc.k12.wi.us
Andrea Schmitt	157	aschmitt@cfc.k12.wi.us
Solomon Simon	336	ssimon@cfc.k12.wi.us
Jennifer Slaby	123	jslaby@cfc.k12.wi.us
Beth Stryeski	156	bstryeski@cfc.k12.wi.us
Jenna Todd	163	jtodd@cfc.k12.wi.us
Bill Wilhelmi	241	wwilhelmi@cfc.k12.wi.us

District Staff

Garek Barum	233	gbarum@cfc.k12.wi.us
Barbara Bice	130	bbice@cfc.k12.wi.us
Randy Fetting	139	rfetting@cfc.k12.wi.us
Thomas George	139	tgeorge@cfc.k12.wi.us
Elizabeth Hoffmaster	104	ehoffmaster@cfc.k12.wi.us
James Huffman	307	jhuffman@cfc.k12.wi.us
Randy Knecht	208	rknecht@cfc.k12.wi.us
Amanda Adams	101	aadams@cfc.k12.wi.us
Donna Baertsch	312	dbaertsch@cfc.k12.wi.us
Karen Domine	311	kdomine@cfc.k12.wi.us
Karen Pehler	100	kpehler@cfc.k12.wi.us
Thomas Hiebert	313	thiebert@cfc.k12.wi.us
Lucas Kjelland	108	lkjelland@cfc.k12.wi.us
Steve Stoppelmoor	102	sstoppelmoor@cfc.k12.wi.us

Paraprofessional Support Staff

Lisa Bushman		lbushman@cfc.k12.wi.us
Cindy Cyert		ccyert@cfc.k12.wi.us
Lisa Engfer		lengfer@cfc.k12.wi.us
Jean Gibbons		jmgibbons@cfc.k12.wi.us
Ashley Grotjahn		agrotjahn@cfc.k12.wi.us
Rita Jumbeck		rjumbeck@cfc.k12.wi.us
Lori Senn		lsenn@cfc.k12.wi.us

TORNADO EMERGENCY ASSIGNMENTS

If you are in:	Go to:
K-12 Office	Hallway outside of Office
Commons, 200	Hallway outside of Office
Middle School Gym 206	in front of locker rooms
Kitchen	Pantry Area
Band/Choral Area 221, 214	Chorus Room
Gym Room 224	Locker Rooms/Shower Area
Weight Room 242	Locker Rooms/Shower Area
Business Ed/Computer Rooms 262, 258	Stay in Classrooms
Tech Ed/Art 274, 263	TE Computer Room
Ag Room 271	Ag Back Room
Psychologist	Psych Conference Room
Art Room 251	Along Hall Wall outside Room
Family/Consumer Ed Room 305	FACE Sewing Room
Tech Ed/Community Ed/Athletics Offices	Interior Office
District Office	Interior Office
Rooms 314, 315, 316, 317, 318, 319, 320, 321, 322, 323	Hallway Outside of Rooms
Library 331	Conference Room or Hallway Outside of Library
HS Social Studies Rooms 337, 339	Hallway outside of room
Health Room 335	Hallway outside of room
HS Science Room 336	Science Storeroom
JH Area Rooms - 344, 345, 347, 348, 349	Hall outside restrooms by library
Auditorium	Auditorium along walls
4K	105 – Staff Lounge, 109 - Backroom
K1, K2, K3	Behind Coat Racks in Classroom
Grade 1	Hall outside of Classroom
Grade 2	135 – Girl's Primary Bathroom 137 – Boys Primary Bathroom
Grade 3	Library Store Room
Grade 4	Elementary Conference Room
Grade 5	Intermediate Bathrooms
Grade 6	Hallway Entering Gym
Library	Library Store Room
Computer Lab	Remain in Lab
Gym	Remain in Gym
Music Room 141	Practice Room
LD Rooms	Remain in Room
Nurse's Office	Staff Lounge

You are to sit on the floor, backs up against the wall (where possible), knees up to chest, and hands on head. It is important to be away from all windows and doors. Should you not have time to go to the designated area, crouch down between/under desks/tables as far away from windows as possible. Once administration gives the okay to move, go to your designated area for an emergency evacuation.

Cochrane- Fountain City Elementary Building Emergency Exits

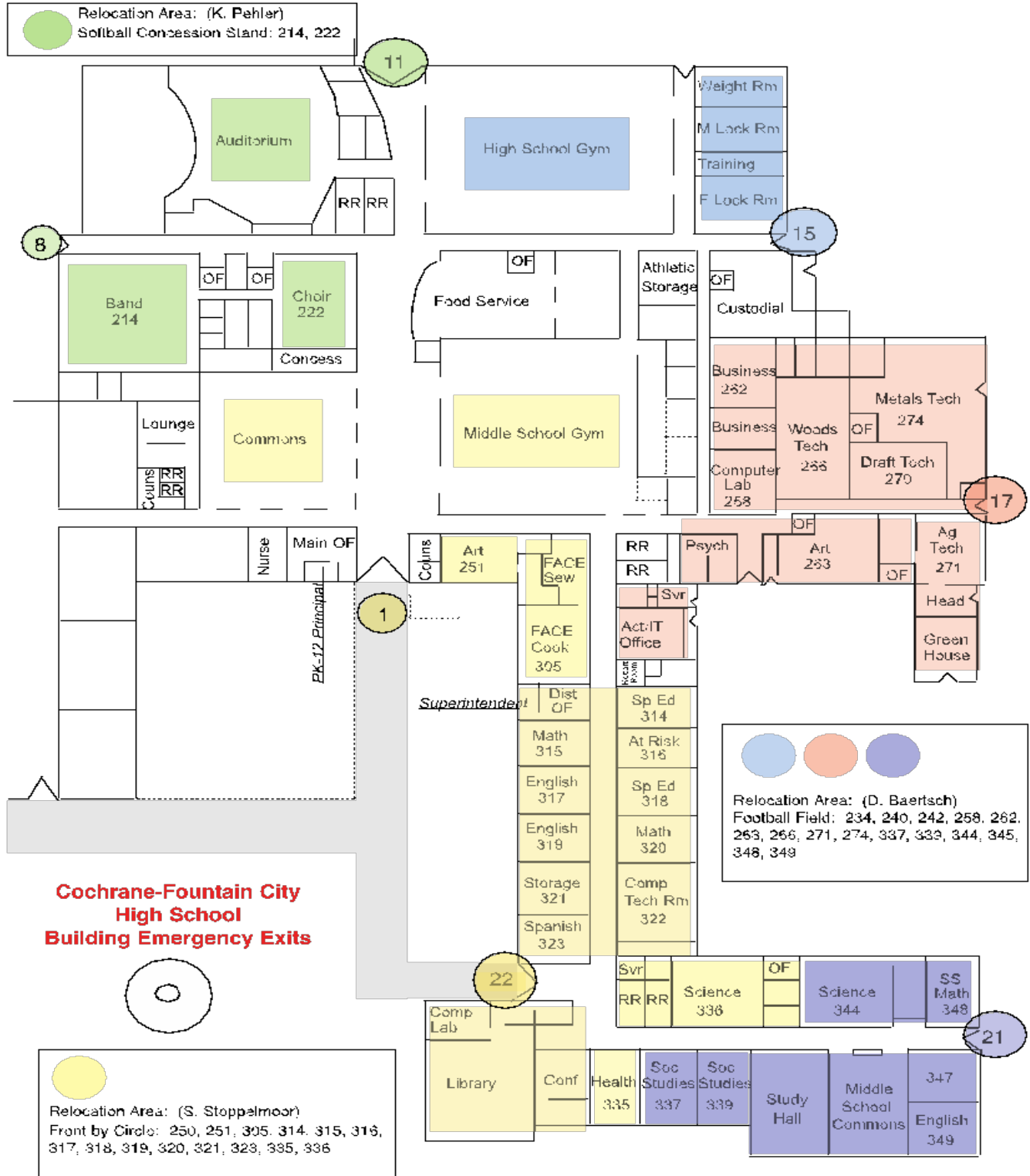
Cochrane-Fountain City Elementary Building Emergency Exits

●
Relocation Area -
Softball/Baseball Concession
Stand: 109, 112, 114, 141, 143,
144, 145, 147
(K. Pehler)

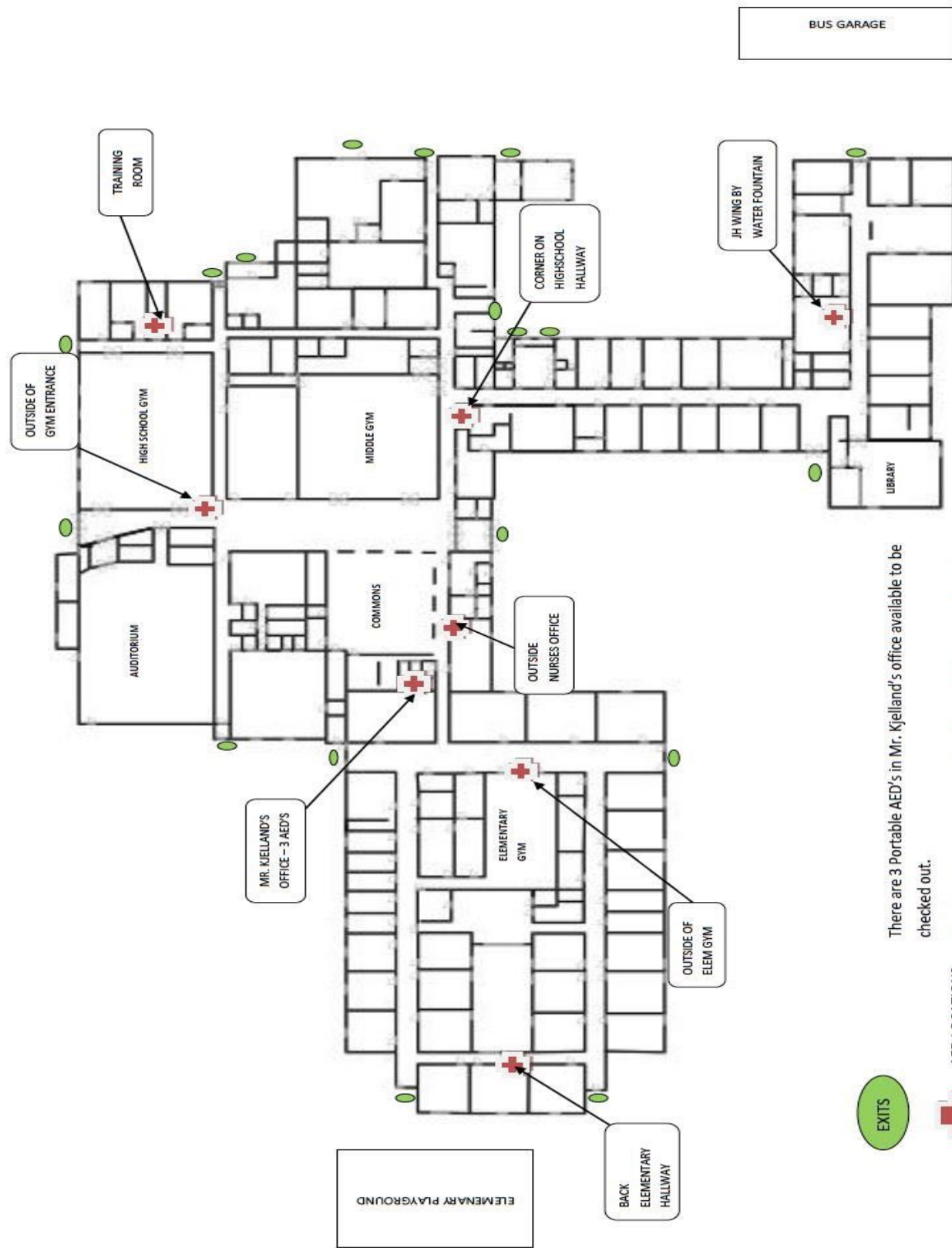
● ●
Relocation Area-
Elem Playground:
133, 134, 135,
136, 137, 138,
154, 155, 158,
157, 158, 159,
161, 163, 165
(L. Kjolland)



Cochrane-Fountain City High School Emergency Exits



Cochrane-Fountain City School District AED & Exit Locations



There are 3 Portable AED's in Mr. Kjelland's office available to be checked out.

Also, be aware of the exits in the school and where the AED's are located in conjunction to these exits.

Cochrane-Fountain City Building Evacuation Report

Date : _____ Time: _____

Room #: _____ Instructor: _____

Number of Students Secure: _____ Number of students missing: _____

Do you have any additional students that are not normally assigned to you?

1. Name: _____ Grade _____
From: _____

2. Name: _____ Grade _____
From: _____

3. Name: _____ Grade _____
From: _____

4. Name: _____ Grade _____
From: _____

Missing Students:

1. Name: _____ Grade _____
From: _____

2. Name: _____ Grade _____
From: _____

3. Name: _____ Grade _____
From: _____

4. Name: _____ Grade _____
From: _____

5. Name: _____ Grade _____
From: _____

6. Name: _____ Grade _____
From: _____

Turn this form into the Evacuation Coordinator after completing the attendance.

Cochrane-Fountain City Building Evacuation Coordinator

Name : _____

Date : _____

Elementary Playground Relocation Area

Mr. Kjelland

133 Ms. Franck
134 Ms. Duellman
135 Ms. McCamley
121 Ms. Bjorge
137 Ms. Bohlinger
138 Ms. Kriesel
155 Ms. Freeman
Ele PE Mr. Wilhelmi
156 Ms. Stryeski
157 Ms. Schmitt
158 OT / PT
159 Ms. Larkin
161 Ms. Looney
163 Ms. Todd
165 Ms. Baures
136 Ms. Johnson

Front Parking Lot / Circle

Mrs. Adams

105 Ms. Puetz
111 Ms. Noll
113 Ms. Johansen
115 BC Childhood Center
121 Mrs. Marsh
122 Ms. Plachecki – 3 Year Olds
123 Ms. Slaby
125 Ms. Iberg
251 Ms. Kjos – Ele. Art
305 Ms. Oesau
314 Mr. King
315 Ms. Baloun
316 Open Sp. Ed Room
317 Ms. Mohr
318 Ms. Jackson
319 Mr. Nehring
320 Mr. Cyrus
321 Mr. Holt
322 Science lab - Holt
323 Ms. DuBois
331 Library
335 Mr. Lyga
336 Mr. Simon
337 Ms. Hasslinger
339 Mr. Janezich

Softball Concession Relocation Area

Mrs. Pehler

105 Ms. Puetz
109 Ms. Prenot
112 Storage
114 Ms. Haake
141 Music Room
143 Back of Music Room
144 Empty
145 Mrs. Robinson – Title 1
147 Ms. Cole
221 Ms. Richert - Band
214 Ms. Burchil - Choir
Auditorium

Other: _____

Football Field

Mr. Stoppelmoor

234 Gym – Mr. Lyga
258 Computer lab
262 Ms. Logue
263 Ms. Kjos – HS Art
274 Mr. Nelson – Tech Ed
273 Ms. Jumbeck - Ag
344 Ms. Mikelson
345 4H - Study Hall Room
347 Ms. Maday
349 Ms. Farrand

Other: _____

Other: _____

Other: _____

Other: _____

Salary Payroll Options

[insert year]

Each school-year employee shall have the option of being paid in **nineteen (19)** or **twenty-four (24)** equal installments. The school-year employee shall on an annual basis submit this form to the District prior to the first day of the school year for which the school-year employee is paid. Once the school-year employee has selected **nineteen (19)** or **twenty-four (24)** pay periods such selection shall be irrevocable for that contract year. The school-year employee may change such election for succeeding contract year(s) by noting such election on this payroll election form.

The school-year employees shall receive their pay installments on the **10th and 25th** of each month. If the pay date falls on a Saturday, Sunday, holiday or scheduled vacation, school-year employees shall receive their pay installment on the last working day.

School-year employees who choose **nineteen (19)** equal installments will receive their first installment at the end of August and their last installment on or before June fifteenth.

Each school-year employee must notify the District's business office of his/her payment option selection prior to the end of the school year preceding the school year the payment changes go into effect.

Direct deposit will be mandatory for all employees.

The cost of the direct deposit will be the District's responsibility.

I choose to receive my pay installment in **19** equal installments. _____

* I choose to receive my pay installment in **24** equal installments. _____

Signature _____

Date _____

* Those choosing this option will receive their last remaining installments of regular pay on the final work day of the school year.

Salary Reduction Agreement

SCHOOL DISTRICT SALARY REDUCTION AGREEMENT

Dated: _____

Read this before completing this form: This salary reduction agreement does not establish a tax deferred annuity with a specific vendor but only authorizes the withholding of funds from your paycheck. For new enrollments, separate 403(b) enrollment applications must be requested from the vendor(s) you have chosen from the list of District-approved vendors (this list is available at the District office). Please return these separate enrollment application(s) to the District office along with this salary reduction agreement form.

Employee: _____ SSN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Date of Birth: _____

I. Employee Deferrals – Section 403(b) Deferral Election.

I hereby authorize the School District ("District") to withhold \$ _____ OR _____ % (whole dollar amount or whole percentage of total pay period compensation) from my compensation per pay period.

This Agreement shall be effective as of the first pay date which is not less than ten (10) business days following the date of execution of this Agreement. The District shall remit the withheld funds to the following Vendor(s) that I have selected:

<u>TSA 403(b)</u> (Before Tax)	<u>ROTH TSA 403(b)</u> (After Tax)	<u>TOTAL</u>	<u>Approved Vendor Name</u>
<u>Amount</u> (whole dollar/percentage)	<u>Amount</u> (whole dollar/percentage)	<u>Amount</u> (whole dollar/percentage)	
\$ _____ OR _____ %	+ \$ _____ OR _____ %	= \$ _____ OR _____ %	_____
<u>Amount</u> (whole dollar/percentage)	<u>Amount</u> (whole dollar/percentage)	<u>Amount</u> (whole dollar/percentage)	<u>Approved Vendor Name</u>
\$ _____ OR _____ %	+ \$ _____ OR _____ %	= \$ _____ OR _____ %	_____

I have established an account with the 403(b) vendor(s) indicated above: Yes No

[Employee must establish account with vendor(s).]

II. Employee Deferrals – WDCP Section 457(b) Pre-tax Deferral Election.

I have elected to participate in the Wisconsin Deferred Compensation Plan ("WDCP") sponsored by the Wisconsin Department of Employee Trust Funds. I hereby authorize the School District ("District") to withhold \$ _____ OR _____% (whole dollar/percentage amount) from my compensation per pay period.

This Agreement shall be effective as of the first pay date which is not less than ten (10) business days following the date of execution of this Agreement. The District shall remit the withheld funds to the following Vendor(s) that I have selected:

<u>Amount</u> (whole dollar/percentage)	<u>Vendor Name</u>
\$ _____ OR _____ %	_____

I have established an account with the 457(b) vendor(s) indicated above: Yes No
[Employee must establish account with vendor(s).]

III. Terms/Conditions. This Agreement is legally binding upon me and may be terminated by me only by giving notice of termination in the payroll period preceding the payroll period in which the termination is to be effective.

By the execution of this Agreement, I represent that:

1. I understand and agree that there are limitations on my deferrals under the School District Employees Tax Shelter Annuity Plan and WDCP and that my contributions under this election do not exceed those limits. Further, I confirm that any deferrals in excess of the general limitations are due to my eligibility for either "catch-up" election which allows for a deferral in excess of the \$16,500 limit (for 2011, adjusted annually) for the 403(b) plan and \$16,500 limit (for 2011, adjusted annually) for the WDCP Section 457(b) Plan.
2. This Agreement shall terminate any prior Salary Reduction Agreement executed between myself and the District under the School District Employees Tax Shelter Annuity Plan and WDCP.
3. I have made an independent determination as to my desire to make these salary deferrals.
4. I have assessed the risk associated with such investment(s) and have determined, with such professional advice as I deemed necessary, that the product offered by the Vendor is suitable to me.
5. The District has no responsibility to evaluate or apprise me, now or in the future, as to the performance, status or otherwise as to the operation or viability of any product offered by the Vendor or alternative investments. The Employer shall not make any representations to the Employee regarding the advisability or appropriateness of the tax consequences of this Salary Reduction Agreement, participation in the Tax-Sheltered Annuity, or the specific vendor selected by the Employee. If such representations are made, the Employee shall disregard such representations and the Employee shall not rely upon such representation.
6. I have made an independent determination as to my deferral level after consideration of the requirements of law and affirm that my contributions are within the limits of the law.
7. I understand that I am responsible for determining that the amount of my deferral contributions elected above in this Salary Reduction Agreement, plus any amount deferred under a SIMPLE plan, a 401(k) plan or other 403(b) plan not sponsored by the District, does not exceed the maximum limit specified under Internal Revenue Code section 402(g) for any given plan year.
8. I have not made more than three (3) other changes in the amount contributed under the Tax Shelter Annuity Plan during the same plan year as the deferral under this Agreement, unless otherwise permitted by the plan document.

By executing this Agreement, I hereby elect, where the general limitations of Code sections 403(b), 415(c) and 457(b) are not satisfied, such alternative limitations as are available and necessary for me to comply with the annual addition limitations, as determined under Code sections 415(c)(4) and 457(e).

Dated this _____ day of _____, 20_____.

_____ Signature of Employee

FOR BUSINESS OFFICE USE:

This deduction will begin on: _____

Business Office Initials: _____

Fully executed Copy returned to employee on: _____

Grievance Initiation Instructions

SCHOOL DISTRICT OF _____

Complete the original and two copies. Please print or type. Give the original to your immediate supervisor.
Keep one copy for your records.

EMPLOYEE GROUP

EMPLOYEE'S NAME

HOME ADDRESS

SCHOOL

JOB TITLE

1. What is the action or situation about which you have a grievance? (Be specific as to names and locations.)

2. On what date did the above action or situation occur?

3. What provision of the *Employee Handbook* has been violated?

4. What do you think should be done about it, i.e., what is the remedy that you seek?

5. When was this grievance discussed with your immediate supervisor?

Name & Title of your
immediate supervisor

NAME

TITLE

6. What other person do you want notified regarding this grievance?

NAME

MAILING ADDRESS

That person's role in this grievance:

EMPLOYEE'S SIGNATURE

DATE

Grievance Appeal Instructions

SCHOOL DISTRICT OF _____

Complete the original and two copies of this form. Send the original to the next higher authority to hear the grievance. Retain one copy for your records. An appeal must be filed within the time limits provided or it will be dismissed with prejudice.

EMPLOYEE'S NAME	TITLE	DATE OF GRIEVANCE INITIATION
-----------------	-------	------------------------------

SCHOOL	SHIFT	LOCATION
--------	-------	----------

1. I wish to appeal the grievance disposition signed by:

Name	Title	Date
------	-------	------

2. Nature of Grievance:

3. What provision of the *Employee Handbook* has been violated?

4. Reason for Appeal:

EMPLOYEE'S SIGNATURE	DATE
----------------------	------

FROM: , Superintendent of School District
RE: Anticipated Assignment for the [insert year] School Year

Mr./Ms.

You are hereby placed on notice that the District intends to offer you similar work for the [insert year] school year. The particulars of your anticipated assignment for the [insert year] school year are as follows.

EMPLOYEE NAME:

HIRE DATE:

POSITION:

HOURS PER DAY/WEEK:

HOURLY WAGE:

EMPLOYMENT CONDITIONS:

1. The maximum number of work days for the [insert year] school year is _____, and you are required to report on [insert date]. The District will provide you with your specific work schedule no less than ten business days prior to the date in which you are required to report.
2. You should construe this letter of intent as neither a guarantee of work nor a limitation on the number of hours per day or hours in a work week the administration may assign to you. The Board reserves the right to assign you additional hours as educational or operational needs require and to reduce or eliminate your position based upon budgetary or operational needs.

[Editor's Note: The provisions of paragraph three may need to be modified if the district has altered the at-will status of the employee in the terms of the Handbook.]

3. This assignment may be changed at the School Board's discretion and does not constitute a binding employment contract. As such, you are an at-will employee.
4. If any portion of this document conflicts with the District's *Employee Handbook*, policies, rules or procedures, this document shall be subservient.

Please contact me if you have any questions or concerns or if you do not intend to return to your anticipated position for the [insert year] school year.

[Signed], Superintendent of Schools

Standards of Conduct – Harassment & Bullying Complaint Form

If you believe you have been the victim of bullying or harassment as defined by District policies **[insert references]**, you must immediately must fill out this complaint form completely and turn it into your principal or immediate supervisor, unless the principal is the subject of your complaint in which case you must deliver this form to the District superintendent. The District will process your complaint(s) in accordance with applicable Board policies and the terms of this *Handbook*.

- 1) Name:
- 2) Address:
- 3) Home phone or number where you can be reached:
- 4) Position & work site:
- 5) Name of Immediate Supervisor:
- 6) Please state date(s) of the event or series of events causing the complaint:

- 7) Please state your complaint including the harm alleged and policy violated:

- 8) Please state specific facts of which you are aware to support your complaint and the names of any witnesses who may be able to corroborate your statements (list all details and attach additional sheets if necessary):

- 9) Please state the remedy sought:

- 10) If you will be represented in pursuing your complaint, please identify that individual or organization (if known):

Name: _____

Address: _____

Telephone: _____

FAX: _____

Signature:

Date Submitted:

**Please note that filing this complaint is only the first step in the process. The District will contact you to schedule one, if not several, follow-up meetings as a part of its investigation into your complaint and the allegations contained therein.*

Employee Accident/Injury Report

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

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

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 and City/Address	
Signature of Principal and/or Supervisor	Date
<i>Please FAX or deliver front page to the District Office <u>within 24 hours</u> of the Accident/Injury.</i>	

Please describe any resulting injury:

Part 2: Accident/Injury Follow-up and Investigation

Were there any witnesses to this accident?	Yes	No
--	-----	----

If Yes, complete the following:

Name of Witness(es)	Address	Telephone

Please answer the following questions. Circle "Yes" or "No". Indicate *N/A* if the questions do not apply.

1. Was injured person properly instructed in safe efficient methods?	Yes	No
2. Did he/she violate any instructions, policies or procedures?	Yes	No
3. Was necessary protective equipment worn? (Goggles, safety belt, hard hat, etc.)	Yes	No
4. Did poor housekeeping contribute to the accident?	Yes	No
5. Was accident caused by something which needed repair?	Yes	No
6. Was accident caused by an unsafe act?	Yes	No

What do you consider the cause(s) of this accident?

What steps are being taken to prevent similar accidents?

Lost Time Information

(If applicable)

Time Missed from Work	Date Returned to Work:
Hours: Days:	

Person Making Report:

Name	Title	Date
Building		
Principal/Supervisor Signature		Date

Safety Coordinator Review:

Send completed Employee Accident/Injury Report to Fiscal Services Office within 3 work days.

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

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

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

For employers who do not offer a health plan

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

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

Bone Marrow and Organ Donation Leave Act

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

COBRA – Model Election Notice

English <https://www.dol.gov/sites/default/files/ebsa/laws-and-regulations/laws/cobra/model-election-notice.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_s_p.pdf

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

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

Minimum Wage Rates - Wisconsin

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

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

Notice to Employees about Applying for Wisconsin Unemployment Benefits

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

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

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

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

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

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

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

Public Employee Safety and Health

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

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

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

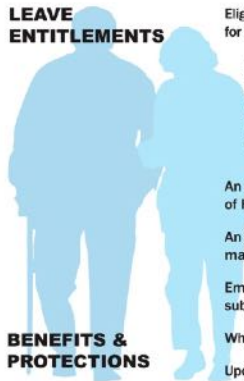
If your district is a federal government contractor or subcontractor, please be aware that there may be other posting requirements for you.

FMLA Poster

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.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

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

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

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

WH1420a REV 04/16

**SCHOOL DISTRICT
NOTICE OF PRIVACY PRACTICES
REQUIRED NOTIFICATION**

THIS NOTICE IS BEING SENT TO YOU AS REQUIRED BY FEDERAL REGULATION.
IT DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND
HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

THE DISTRICT'S LEGAL DUTIES

The District is required by law to safeguard the privacy of your protected health information. The District is also required to give you this Notice about our legal duties and privacy practices relating to protected health information. Protected health information is any individually identifiable health information relating to your past, present or future physical or mental health or condition; the provision of health care services to you; or the payment of past, present, or future health services to you, whether that information is written, electronic, oral, or recorded in another medium. The information may be created or received by entities such as health care providers, health plans, or employers.

The District is required to abide by the terms of this Notice currently in effect. The District reserves the right to change our privacy practices and the terms of this Notice for all protected health information the District maintains even if the information was created or received before issuing the revised Notice. If a material revision is made, the District will distribute a copy of the revised Notice.

This Notice takes effect on **insert date** and remains in effect until the District replaces it. You may request a copy of this Notice at any time or you may view it on the District's website at **_____**. For more information about our privacy practices, or for additional copies of this Notice, please contact the individual designated at the end of this Notice.

USES AND DISCLOSURES

The District may use and disclose your health information for the following purposes:

Treatment: The District may use and disclose your protected health information to provide, coordinate, or manage your health care and any related services with a physician or other health care provider. For example, the District may disclose to a treating neurologist the name of your treating general physician so that the neurologist may request medical records from the treating general physician.

Payment: The District may use and disclose your protected health information to determine and to fulfill coverage responsibilities and to provide benefits under the District's health plan. The District may also use and disclose your protected health information to obtain or provide reimbursement for benefits provided. For example, a third-party administrator may send you a detailed bill or explanation of benefits form, which may include information that identifies you, your diagnosis, and the procedures that you received.

Healthcare Operations: The District may use and disclose your protected health information for certain administrative, financial, legal, and quality improvement activities necessary to run our business and to support the core functions of treatment and payment. For example, such activities could include, but are not limited to,

underwriting and other activities relating to the creation, renewal, or replacement of a contract for health benefits. Such activities also include sharing your protected health information with third party “business associates” that perform various activities for us.

Family and Representatives: The District must disclose your protected health information to you, as described in the Individual Rights section of this Notice. The District may disclose your health information to a family member, friend or other personal representative formally designated by you or by law to the extent necessary for the proper provision or payment of healthcare.

Persons Involved in Your Care: The District may use or disclose protected health information to notify or assist in the notification of (including identifying or locating) a family member, a personal representative of the individual, or another person responsible for the care of the individual of the individual’s location, general condition, or death. If you are present, you will have the opportunity to object to such use or disclosure of your protected health information. If you are not present, or the opportunity to agree or object cannot be provided due to incapacity or emergency, the District, in the exercise of professional judgment, may determine whether the disclosure is in your best interest. The District may use professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to act on your behalf to receive protected health information.

Business Associates: The District may disclose protected health information to business associates that perform services on behalf of the District. To protect the privacy of your health information, the District will contractually require business associates to maintain appropriate safeguards to protect your protected health information.

Abuse or Neglect: The District may disclose protected health information about an individual whom we reasonably believe to be a victim of abuse, neglect, or domestic violence to a government authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect, or domestic violence.

Health Oversight Activities: With certain exceptions, the District may disclose your protected health information to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight of specified programs.

Public Health Activities and Related Purposes: The District may disclose your protected health information to public health authorities authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions. In addition, the District may disclose protected health information to a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect. The District may also disclose your protected health information to a person subject to the jurisdiction of the Food and Drug Administration (FDA) with respect to an FDA-regulated product or activity for which that person has certain responsibilities.

Required by Law: The District may use or disclose protected health information to the extent that federal, state or local law requires such use or disclosure and the use or disclosure complies with, and is limited to, the relevant requirements of such law.

Judicial and Administrative Proceedings: The District may disclose protected health information in the course of any judicial or administrative proceeding: 1) in response to an order of a court or administrative tribunal, or 2) in response to a subpoena, discovery request, or other lawful process.

Law Enforcement Purposes: The District may disclose your protected health information to assist law enforcement officials in the performance of their law enforcement duties and as required or permitted by law.

Workers' Compensation: The District may disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs that provide benefits for work-related injuries or illness without regard to fault.

Health and Safety: The District may, consistent with applicable law and standards of ethical conduct, use or disclose protected health information, if we, in good faith, believe the use or disclosure will avert a serious threat to health or safety of a person or the public.

Plan Sponsor: The District may disclose your protected health information to district officials as needed to fulfill our administrative responsibilities relating to the district's Health Care Plan.

National Security: The District may use and disclose the protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission, if the appropriate military authority has published by notice the appropriate information. The District may also disclose, to authorized federal officials, health information required for lawful intelligence, counterintelligence, and other national security activities. The District may disclose to a correctional institution or law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual upon a showing of necessity.

INDIVIDUAL RIGHTS

Access: You have a right to inspect and obtain a copy of protected health information about you, with exceptions, for so long as the District maintains the information. Requests for access must be made in writing and sent to the contact person at the end of this Notice. Requests for copies must be made in writing and sent to the contact person listed at the end of this Notice. You may request the information in a format other than hard copies and the District will comply with your request if practicable. You will be charged a reasonable cost-based fee for expenses such as copies, labor, postage, and preparation fees for a summary of the health information if you request one. The District may deny requests in certain cases. You have a right to request a review of certain denials of access.

Restriction: You have the right to request additional restrictions on the use and disclosure of your protected health information. Any such request must be made in writing and must state the specific restriction requested and to whom that restriction would apply. The District is not required to agree, but if it does, the District will not use or disclose, except in certain emergencies, protected health information in violation of the restriction.

Confidential Communications: You have the right to request that the District communicate with you regarding your protected health information by alternative means or at alternative locations. Your request must be in writing and must specify an alternative address or other method of contact. The District will accommodate reasonable written requests if you clearly state that the disclosure of all or part of your protected health information could endanger you.

Amendment: You have the right to request that the District amend your protected health information, if that information is in error. Your request must be in writing and state the reason for your request. If your request is denied, you have a right to submit a written statement disagreeing with the denial. The District has the right to issue a rebuttal to your statement, in which case, a copy will be provided to you.

Accounting: You have a right to receive an accounting of disclosures of your protected health information made by the District or our business associates for purposes other than treatment, payment or health care operations and certain other activities. The District will provide the first accounting to you in any 12-month period without charge. If you request an accounting more than once in a 12-month period, the District may charge you a reasonable cost-based fee. If the District will charge a fee, it will notify you in advance and provide you an opportunity to withdraw or modify your request for a subsequent accounting in order to avoid or reduce the fee.

Authorization: The Plan will obtain your written authorization for uses or disclosures that are not identified by this Notice. Subject to certain limitations, you may revoke any authorization in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

Electronic Notice: If you receive this Notice electronically, you may still obtain a paper copy upon request to the contact person listed at the end of this Notice.

COMPLAINTS

You have the right to file a complaint if you believe your privacy rights have been violated. You may file a complaint by writing to the District's Privacy Officer (*see* Contact Information, below). You may also file a complaint with the Department of Health and Human Services. You will not be retaliated against for filing a complaint.

CONTACT INFORMATION

For further information about the District's privacy policies, please contact:

[insert name of privacy official]

[insert privacy official's address and phone information]

If you have concern or complaints regarding the District's privacy policies, please contact:

[insert complaint contact]

[insert complaint contact's address and phone information]

Additional Resources

[Editor's Note: While drafting this Employee Handbook, the WASB has drawn upon collective bargaining agreements, policies, and employee handbooks that it assisted Wisconsin school districts in creating or revising. We acknowledge the contributions of those documents and express our appreciation to those districts that have entrusted us with their employment, labor law and policy issues. Additionally, policies from the following sources were consulted in creating this Handbook: Texas Association of School Boards, Cyprus-Fairbanks (TX) School District, Maryville (TN) School District, and Rockwood (MO) School District.]

[Editor's Note: The following are supplemental resources that Board members and administrators can reference for additional information on selected topics covered in this Handbook. Please note, however, that they are not meant for inclusion in the Handbook itself.]

PART I:

Section 1

Handbooks and At-Will Employment [NOTES 09/94](#)

Section 2: Employment of Minors

Child Labor [103.245, 103.67](#)

Section 2: Equal Opportunity

Disability Discrimination..... [EEOC Guidance](#)

Discrimination Against Victims of Domestic or Dating Violence, Sexual Assault, or Stalking [EEOC Questions and Answers](#)

Intellectual Disabilities [EEOC Guidance](#)

Section 2: Immigration Law Compliance

Immigration Law [NOTES Spring/07, 6/87](#)

Section 2: WFMLA

WFMLA

Employers with at least fifty employees must post, in one or more conspicuous places where notices to employees are customarily posted, a statutory notice detailing employee rights under the WFMLA. [WIS. STAT. § 103.10\(14\)\(a\)](#). See http://www.dwd.state.wi.us/er/family_and_medical_leave/default.htm.

Although employees usually have 30 days from the denial of a leave request to file a complaint with the Wisconsin Department of Workforce Development, failure to post the required notice will result in the 30-day time limit being waived unless the employer can prove the employee knew of his or her rights under the law and of the 30-day time limit.

Any employer, including local governments, employing 25 or more individuals shall post, in one or more conspicuous places where notices to employees are customarily posted, a notice describing the employer's policy with respect to family and medical leaves. [WIS. STAT. § 103.10\(14\)\(b\)](#).

The Wisconsin Court of Appeals ruled in [In-Sink-Erator v. DILHR](#) that the posting of the Wisconsin FMLA poster in a glass enclosed bulletin board near the personnel office did not meet the posting requirement because most employees did not spend time in that area. 200 Wis. 2d 770, 547 N.W. 2d 792

(Ct. App. 1996).

Section 2: FMLA

Definition of "son or daughter"	DOL Guidance
Employee Eligibility	COMMENT 04/13
Employee Protections	DOL Fact Sheet #28A
Employer's Guide to The Family and Medical Leave Act	DOL Publication
Joint Employment and Employer Responsibilities	DOL Fact Sheet #28N
Leave for Birth, Placement, Bonding, etc.....	DOL Fact Sheet #28B
Military Leave Provisions	DOL Final Rule , DOL Fact Sheet #28M , DOL Side-by Side Comparison of Current/Final Regulations
Protection for Individuals	DOL Fact Sheet #77B
Rights and Responsibilities.....	FMLA Advisor

Section 2: Discrimination and Harassment

Please be aware of the following:

118.20 Teacher discrimination prohibited.

(1) No discrimination because of sex, except where sex is a bona fide occupational qualification as defined in [section 111.36 \(2\)](#), race, nationality or political or religious affiliation may be practiced in the employment of teachers or administrative personnel in public schools or in their assignment or reassignment. No questions of any nature or form relative to sex, except where sex is a bona fide occupational qualification as defined in [section 111.36 \(2\)](#), race, nationality or political or religious affiliation may be asked applicants for teaching or administrative positions in the public schools either by public school officials or employees or by teachers agencies or placement bureaus.

(2) The state District Administrator or a person designated by the state District Administrator may receive and investigate complaints charging discrimination in employment, assignment or reassignment of teachers or administrative personnel in the public schools and the state District Administrator or designee may hold hearings, subpoena witnesses and take testimony to effectuate the purposes of this section.

(3) If the state District Administrator finds probable cause to believe that any discrimination prohibited by this section has been or is being practiced, the state District Administrator shall immediately endeavor to eliminate the practice by conference, conciliation or persuasion. In case of failure to eliminate the discrimination, the state District Administrator shall issue and serve a written notice of hearing, specifying the nature of the discrimination which appears to have been committed, and requiring the public school official, employee, teacher agency or

placement bureau named, hereinafter called the "respondent" to answer the complaint at a hearing before the state District Administrator. The notice shall specify a time of hearing not less than 10 days after service of the complaint, and a place of hearing within the county in which the discrimination is alleged to have occurred.

(4) After hearing, if the state District Administrator finds that the respondent has engaged in discrimination prohibited by this section the state District Administrator shall make written findings and recommend such action by the respondent as shall satisfy the purposes of this section and shall serve a certified copy of the findings and recommendations on the respondent together with an order requiring the respondent to comply with the recommendations. Any person aggrieved by noncompliance with the order shall be entitled to have the order enforced specifically by suit in equity. If the state District Administrator finds that the respondent has not engaged in the alleged discrimination, the state District Administrator shall serve a certified copy of the state District Administrator's findings on the complainant together with an order dismissing the complaint.

(5) If any public school official, employee, teachers agency or placement bureau violates [sub. \(1\)](#) or fails or refuses to obey any lawful order made by the state District Administrator pursuant to this section, such person shall forfeit and pay into the state treasury not less than \$25 nor more than \$50, or be imprisoned not less than 5 nor more than 30 days. Such violation or failure or refusal to obey an order shall be grounds for the removal of any school district administrator, member of a school board or other public school official. Findings and orders of the state District Administrator under this section shall be subject to judicial review under [Ch. 227](#).

(6) Upon request of the state District Administrator, the attorney general or district attorney of the county in which any investigation, hearing or trial under this section is pending, shall aid and prosecute under supervision of the state District Administrator, all necessary actions or proceedings for the enforcement of this section and for the punishment of all violations thereof.

(7) In administering this section, the state District Administrator shall have authority to make, amend and rescind rules necessary to carry out the purposes of this section.

Access to School Events	COMMENT 2/05
Access to Physically Disabled	101.13 ; COMMENT 2/05 , 9/92
Accommodating Beliefs.....	115.28(31) ; COMMENT 12/91 , 4/91 , 11/81 , 4/80 , 6/71
Affirmative Action.....	NOTES 9/90
Against Handicapped Teachers.....	118.195
Against Labor Organization.....	111.70(3)(a)3 ; COMMENT 7/83
Age Discrimination.....	111.321 , 111.33 ; COMMENT 7/04 , 6/98 , 12/95 , http://www.eeoc.gov/laws/statutes/adea.cfm
Americans with Disabilities Act	NOTES Summer/08 , Spring/04 , Fall/00 , Summer/99 , Spring/99 , Winter/97 , 3/96 , 11/92 ; COMMENT 12/09 , 2/07 , 2/05 , 8/02 , 2/02 , 6/00 , 8/99 , 7/98 , 7/97 , 9/92 , 6/87 , 5/87 , http://www1.eeoc.gov/eeoc/publications/fs-ada.cfm

Arrest and Conviction Record	111.335 ; COMMENT 10/01 , 1/91 , 10/85
Communicable Diseases	NOTES 12/87 , 10/87 ; COMMENT 6/87 , 5/87
Equal Pay Act	COMMENT 10/92 , 1/88 , 11/73
Essential Functions under ADA.....	COMMENT 6/00
Fair Credit Reporting Act	NOTES Summer/08 , Summer/00
Fair Employment Act.....	111.31-111.395 ; NOTES Fall/06 ; COMMENT 11/07 , 2/02 , 7/89 , 6/82 , 9/71 , 8/71
Genetic Information	COMMENT 2/09
Genetic Testing Prohibited	111.372
HUMAN IMMUNODEFICIENCY VIRUS (HIV)	
Employment Test Restricted.....	103.15
Policies	NOTES 12/87 , 10/87 ; COMMENT 10/93
Pupil Health Care Records.....	118.125(2m)(b)
Test Use Restricted	252.15
Marital Status	COMMENT 6/93
Mental Disabilities and the ADA.....	NOTES Spring/04 , Winter/97 ; COMMENT 12/09 , 7/97
Military Service	111.355
Parking for Disabled	346.503
Polygraph	111.37 ; NOTES Summer/08 ; COMMENT 3/82
Pupil Discrimination Prohibited	118.13 ; COMMENT 8/96
Religious	COMMENT 4/91 , 11/81
Retaliation	NOTES Fall/05
Sexual Harassment.....	NOTES Winter/06 , Fall/06 , Summer/03 ; COMMENT 3/02 , 4/93 , 10/90
Sexual Orientation	111.32(13m) , 111.36 , 118.13 ; NOTES Winter/06 , Fall/06 ; COMMENT 11/07 , 5/01 , 2/97 , 2/74
Teacher Discrimination Prohibited.....	118.20
Title IX	COMMENT 4/09 , 2/08 , 1/08 , 7/99 , 4/96 , 4/93 , 5/89 , 11/82
Use of Lawful Products	111.35 ; COMMENT 4/04 , 10/99

Section 3: District Expectations

[COMMENT 5/07, 12/98, 3/95, 4/89, 6/84, 9/74 NOTES Summer/10, Fall/05, Fall/04, 3/90, 12/87;](#)
[COMMENT 1/09, 5/07, 1/07, 8/06, 3/02, 12/97, 5/92, 6/91, 6/79, 2/78, 9/73, 1/69.](#)

Section 3: Child Abuse Reporting

Child Abuse and Neglect [48.981; COMMENT 2/07, 6/94, 10/91, 12/84](#)
Child Abuse Reporter [48.981\(7\)](#)
Children's Code [48.78](#)

Section 3: Communications

Acceptable Use Policy [NOTES Summer/10, Fall/08, Summer/07, Winter/99;](#)
[COMMENT 5/10, 5/08, 11/03, 4/01;](#)
Crimes [943.70, 947.0125;](#)

PUBLIC RECORDS

Applicants' Identity [19.36\(7\); COMMENT 8/08, 3/92](#)
Custodian of Records [19.33, 116.035, 120.13\(28\)](#)
Destruction of Records [19.21\(6\), \(7\); COMMENT 10/02](#)
Drafts [19.32\(2\); COMMENT 7/90, 7/79](#)
Email and Electronic Communications [COMMENT 12/10, 10/06, 10/02](#)
Fees [19.35\(3\)](#)
Generally [19.21, 19.31-19.39; NOTES 12/90, 10/83; COMMENT 5/09, 6/97, 3/92, 7/90, 10/82, 9/82, 7/81](#)
Personnel Records [19.356, 19.36\(10\), 103.13; NOTES Summer/10; COMMENT 7/07, 9/05, 10/03, 9/03, 8/99, 9/96](#)
Retention [19.21; NOTES Summer/06; COMMENT 12/10, 5/09, 10/06, 10/02](#)
Settlement Agreements [NOTES 12/90](#)
Social Media [COMMENT 12/12](#)

Section 3: Conflict of Interest

Code of Ethics [19.59, 119.66, 946.13; NOTES 10-12/91; COMMENT 11/10, 11/09, 3/08, 4/07, 7/03, 11/02, 5/98](#)
Employee Conflict of Interests [COMMENT 5/03](#)
Government Accountability Board [COMMENT 3/08](#)
Incompatible Offices [COMMENT 7/03, 5/83, 1/62, 12/61](#)
Interest in Contracts Forbidden [119.66](#)

Private Interests in Public Contracts	946.13 ; NOTES 3/87, 12/84 ; COMMENT 4/07, 5/98, 10/81, 8/76, 2/64
Nepotism	COMMENT 11/05
Sales 118.12 ; COMMENT 5/03, 11/02	
Sales to Employees Prohibited.....	175.10
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Section 3: Copyright

Computer Software	NOTES Fall/08 ; COMMENT 11/03, 3/99, 10/97, 5/84
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Milwaukee.....	119.18(18)

Section 3: Criminal Background Checks/Fingerprinting

Background Checks	118.19(10), 343.12(6) ; NOTES Summer/08, COMMENT 5/12 ,
Access to Crime Information Bureau & FBI Criminal Records....	WI DOJ Explanation

Section 3: Drug, Alcohol, and Tobacco-Free Workplace

Breath Tests	118.45
Civil Liability Exemption	125.037
Controlled Substances.....	Chapter 961
Drinking Age	125.02(8m) ; COMMENT 4/87
Drug Abuse Prevention Programs	115.36
Drugs Near School.....	
District Administrator's Duty.....	118.24(2)(f)
Health Programs.....	115.35
Law Enforcement Agency Information	118.127
Legal Drinking Age	125.02(8m) ; COMMENT 4/87
Liability for Referral to Police.....	118.257
Personal Development Goals.....	118.01(2)(d)2, 6
Possession on School Grounds	125.09(2) ; COMMENT 4/87
Program Assistance.....	115.36

Testing [NOTES Summer/09](#), [Summer/08](#), [3/89](#); [COMMENT 8/04](#), [8/02](#), [6/02](#), [1/00](#), [6/98](#), [8/95](#), [2/97](#), [7/94](#)

Section 3: Gifts and Sale of Goods and Services

Gifts, Grants, and Sponsorships..... [118.27](#); [COMMENT 4/09](#), [12/85](#)

Section 3: Investigations

As detailed below from the WASB Legal Comment, *An Employee's Duty to Cooperate in Internal Investigations*, from June 2008, the *Garrity* warning requires the employer to advise the employee as follows:

1. You are entitled to the rights guaranteed by the U.S. Constitution, including the right not to be compelled to incriminate yourself;
2. If you refuse to answer questions relating to the performance of your official duties, you will be subject to discipline, which may include your dismissal; and
3. If you do answer, neither your statements nor any information obtained as a result of your statements can be used against you in any subsequent criminal proceeding, although your statements may be used against you for discipline purposes. Marvin F. Hill Jr. & James A. Wright, *Employee Refusals to Cooperate in Internal Investigations: "Into the Woods" with Employers, Courts and Labor Arbitrators*, 58 MISSOURI L.R. 869, 903 (1991).

Garrity warnings come into play if the employee asserts these constitutional protections (5th Amendment to the U.S. Constitution). *Garrity* does not cover voluntary statements made by the employee under no threat of termination or discipline. *Garrity v. New Jersey*, 385 U.S. 493 (1967).

Section 3: Licensure/Certification

Filed [118.21](#); [COMMENT 8/74](#)

Intern License..... [COMMENT 6/66](#)

Interstate Agreement on Qualification..... [115.46-115.48](#)

National Teacher and Master Educator Grants [115.42](#)

Online Courses..... [118.19\(13\)](#)

Peer Review and Mentoring Grant [115.405](#)

Phonics Training [118.19\(12\)](#)

Professional Teaching Permits..... [118.192](#)

Revocation [115.31](#); [COMMENT 1/13](#), [5/96](#), [1/94](#)

School District Standard [121.02\(1\)\(a\)](#)

State District Administrator Duties..... [115.28](#)

Teacher Certificates and Licenses [115.28\(7\)](#), [118.19](#), [118.192](#), [118.21](#), [121.02\(1\)\(a\)](#); [COMMENT 12/03](#), [9/99](#), [8/74](#)

Waiver [118.38\(1\)\(a\)7](#)

Section 3: Personal Appearance/Staff Dress Code

[COMMENT 4/91, 9/78](#)

Section 3 : Position Descriptions

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Section 3: Wellness

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Section 3: Workplace Safety

[118.19\(3\); COMMENT 6/66](#)

Battery to School Officer or Employee [940.20\(5\)](#)

Blood borne Pathogens [COMMENT 10/93](#)

Communicable Diseases [Chapter 252; NOTES 12/87, 10/87; COMMENT 6/87, 5/87](#)

Eye Protection..... [255.30](#)

Facsimile Firearms..... [941.2965](#)

Indoor Air Quality..... [101.123, 254.22](#)

Indoor Environmental Quality in Schools [118.075](#)

Lead Exposure and Inspection..... [121.02\(1\)\(i\), 254.162, 254.167](#)

Mold Growth..... [NOTES Winter/02](#)

Safe Place..... [101.11; COMMENT 4/67, 12/66, 11/64](#)

Safety [121.02\(1\)\(i\)](#)

Weapons Prohibited..... [119.25, 120.13\(1\), 941.235, 948.60, 948.605, 948.61; COMMENT 12/11, 12/01, 5/99, 9/95](#)

Section 5: Grievance procedure

Text from Budget Adjustment Repair Bill/2011 Wisconsin Act 10

1. *A grievance procedure that addresses employee terminations.*
2. *Employee discipline.*
3. *Workplace safety.*

(d) If a local governmental unit creates a grievance procedure under this subsection, the procedure shall contain at least all of the following elements:

1. A written document specifying the process that a grievant and an employer must follow.

2. A hearing before an impartial hearing officer.

3. An appeal process in which the highest level of appeal is the governing body of the local governmental unit.

(e) If an employee of a local governmental unit is covered by a civil service system on the effective date of this subsection [LRB inserts date], and if that system contains provisions that address the provisions specified in par. (c), the provisions that apply to the employee under his or her existing civil service system continue to apply to that employee.”

Section 8: Worker’s Compensation

From: <http://dwd.wisconsin.gov/dwd/publications/wc/WKC-7580.htm>

Three-Day Waiting Period for Temporary Disability

To eliminate minor claims for temporary disability, the law requires a three-day waiting period for all disabilities lasting seven days or less. (Sundays are not included in the three days unless the employee usually works on Sundays.) Temporary disability benefits are never paid for the day of injury.

No Waiting Period Required If Out Over Seven Days

If, because of the injury, the employee is unable to work at any time after the 7th day of injury, compensation is paid for the entire period including the three-day waiting period. Payment for the lost time will include all days of disability up to that date, but not including the date of injury. If an injury causes both temporary and permanent disability, there is no waiting period and temporary benefits start from the first day. For example, amputations causing a day or two loss of work payments are required for temporary disability, and the PPD disability caused by the amputation.

Section 9: Sick Leave

Employee Eligibility for FMLA [COMMENT 04/13](#)

Section 14: Unpaid Leaves of Absence

Employee Eligibility for FMLA [COMMENT 04/13](#)

Section 15: Benefits

Same-Sex Marriages [ETF Information](#)

Part II:

Section 1 : Discipline, Termination, and Nonrenewal

Revocation [COMMENT 1/13](#)

Part II & Part V :

Coaches [COMMENT 3/11, 1/88, 2/80, 10/73](#)

Contracts [118.21, 118.22, 120.17\(7\);](#)
[COMMENT 8/09, 12/08, 8/94, 7/92, 5/91, 12/87, 8/86, 8/81, 2/80, 2/78, 10/76, 7/76, 10/73, 10/72](#)

Lunch Period [118.235](#)

Teacher Evaluation [COMMENT 3/10](#)

EVALUATION

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[3/10, 11/07, 8/94](#)

Standard [121.02\(1\)\(q\)](#)

Part V:

EXTRACURRICULAR ACTIVITIES

Accident Insurance..... [120.13\(2\)\(a\)](#)

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Codes [NOTES Summer/01;](#)
[COMMENT 7/09, 1/84](#)

Drug Testing [NOTES 3/89; COMMENT 8/02, 8/95](#)

Equity [COMMENT 2/08, 5/89](#)

Interscholastic Benefits Plan..... [616.06](#)

Milwaukee Sales and Charges [119.18\(14\)](#)

Participation [120.12\(23\)](#)

Prayer [COMMENT 8/00](#)

Pupil Rights..... [NOTES Summer/01;](#)
[COMMENT 11/72](#)

Recreation Authority..... [66.0123, 120.10\(11\)](#)

Safety at Sporting Events..... [167.32](#)

Special Activities	120.13(19)
Treasurer May Receive Money.....	120.16(2)
Video Streaming	NOTES Winter/07
Voluntary Care Liability Exemption	895.48(1m)
Volunteers	COMMENT 5/12
Wisconsin Interscholastic Athletic Association (WIAA).....	NOTES Winter/07, Summer/01; COMMENT 2/08, 6/86, 1/84, 1/65

Part VI:

Background Checks	COMMENT 5/12
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Additional Sources:

Black's Law Dictionary, 5th Edition, West Publishing Company, 1979.