

***September 21, 2011***  
***Employee Handbook***  
***2011-12***

***Teachers, Support Staff, Supervisory Staff, Administrators***

***Bangor School District***  
**700 10<sup>th</sup> Avenue South, Bangor, WI 54614**  
**[www.bangor.k12.wi.us](http://www.bangor.k12.wi.us)**

## Employee Acknowledgment

*(To be signed and returned to the district office.)*

I hereby acknowledge that it is my responsibility to access the **Bangor 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. It is also important to know that additional regulations, policies and laws are in the “District Board Policies”. The *Employee Handbook* and the Board Policies can be located and on the District’s website at [www.bangor.k12.wi.us](http://www.bangor.k12.wi.us). The *Employee Handbook* and Board Policies can be found under the heading “policies.” The information in this *Handbook* is subject to change. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this *Handbook*. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. **I understand that this *Handbook* does not constitute an employment contract or alter my status as an at-will employee unless specifically addressed for those employees covered by Part II, Part III or Part IV.** I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***[Editor’s Note: The language highlighted in green on maintaining an at-will employment status can only be applicable to staff that does not possess an individual contract.]***

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

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## **District Emergency Procedures**

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

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 WKBT (8) WXOW (19)

**Radio Stations:**

Call Letters and numbers: WKTY (580 AM) Z93 (93 FM) WCOW (97 FM)  
WLXR (105 FM) WIZM (1410 AM)

Employees are encouraged to monitor these TV and radio stations.

## **Security**

**In case of an emergency call: Roger Foegen**  
**608/ 783-5836 (Home)**  
**or**  
**608/790-5836 ( cell)**

## District Academic Calendar

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

### Bangor School District Calendar 2011-2012

#### August 2011

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	INS	INS	INS	INS	

#### September 2011

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

#### October 2011

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	INS	NS	29
30	31					

#### November 2011

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

#### December 2011

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	NS	NS
24	25	NS	NS	NS	NS	NS
31						

#### January 2012

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	EQ	21	
22	INS	24	25	26	27	28
29	30	31				

#### February 2012

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

#### March 2012

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	EQ
24	25	26	PTC	28	PTC	PTC
31						

#### April 2012

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

#### May 2012

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

#### June 2012

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9

#### AUGUST 2011

29 Inservice  
30 Inservice  
31 Inservice

#### SEPTEMBER 2011

1 First Day  
5 Labor Day - No School

#### OCTOBER 2011

27 Inservice - No School  
28 No School

#### NOVEMBER 2011

4 End of Quarter (44 days)  
8 P-T Conferences 6-12 - 4:00-7:45  
10 P-T Conferences K-5 - 4:00-7:45  
11 P-T Conferences K-12 - 8:00-11:45  
(No School)  
23-25 Thanksgiving Break - No School

#### DECEMBER 2011

22-January 1 Christmas Break - No School

#### JANUARY 2012

20 End of Quarter (45 days)  
23 Inservice - No School

#### FEBRUARY 2012

17 Inservice - No School

#### MARCH 2012

23 End of Quarter (43 days)  
27 P-T Conferences 6-12- 4:00-7:45  
29 P-T Conference K-5 - 4:00-7:45  
30 P-T Conferences K-12 - 8:00-11:45  
(No School)

#### APRIL 2012

5-9 Easter Break - No School

#### MAY 2012

27 Graduation  
28 Memorial Day - No School

#### JUNE 2012

5 Last Day (48 days)



***Part I – Provisions  
Applicable to All Staff***

## PREAMBLE AND DEFINITIONS

### 12.01 About this *Handbook*

- A. Employees Covered: This *Handbook* is provided as a reference document for the Bangor School District's (hereinafter referred to as "District") Teachers, support staff, supervisors and administrative employees.
- B. Disclaimer: The contents of this *Handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this *Handbook* is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment. Notwithstanding any provisions of this *Handbook*, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this *Handbook* or individual contract.

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

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* should not be considered all inclusive. Board Policies are on the Bangor website at [www.bangor.k12.wi.us](http://www.bangor.k12.wi.us). It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Bangor Board of Education.

### 12.02 Definitions

- A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. Casual Employees: Casual Employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.
- C. Discipline: Discipline is defined as a suspension [unpaid or paid], or a written reprimand.
- 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 thirty (30) or more hours per week for a school year or more per year.

2. Regular Part-time Employee: Regular part-time employees are defined as one who works a school year or more, but less than thirty (30) hours per week for a school year or more per year.
  3. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.
- E. Seasonal/Summer School Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A summer school employee is defined as an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.
1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.
  2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
  3. Seasonal employees performing non-exempt duties shall be paid the starting hourly rate based on classification of work:
- F. Substitute Employees: Substitute Employees are defined as persons hired to replace a regular employee during the regular employee's leave of absence.
- G. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.
- H. Teacher: Teachers are defined as persons hired under a contract under § 118.22, Wis. Stats.
- I. Temporary: Temporary Employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.
- J. Termination: Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include a voluntary retirement, voluntary resignation, nonrenewal of contract under § 118.22, Wis. Stats. or § 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.

### **12.03 General Personnel Policies**

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

## **SECTION 13. EMPLOYMENT LAW**

### **13.01 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.

### **13.02 Equal Opportunity**

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

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

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

<http://www.neola.com/bangor-wi/>

### **13.03 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.

### **13.04 Fair Labor Standards Act**

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA]. For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found in Appendix H. Notification of rights under the FLSA is set forth in the employment poster section in Appendix H.

## 13.05 Family and Medical Leave Act

- A. Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Handbook* as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: <http://www.dol.gov/whd/fmla/finalrule/FMLAPoster.pdf>. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). The notice is posted at Appendix H.
- B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).
- C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <http://www.dol.gov/whd/fmla/finalrule/WH381.pdf>.
- E. Designation Notice. The District shall “inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA.” U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).

## 13.06 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.

## 13.07 Discrimination and Harassment

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

environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

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

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

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

## **SECTION 14. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS**

### **14.01 District Expectations**

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

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

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

#### **14.02 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 (Appendix G) 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 48.

#### **14.03 Attendance**

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

Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for in Skyward using the appropriate reasons. 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.

#### **14.04 Bulletin Boards**

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

District Administrator and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

### **14.05 Child Abuse Reporting**

- A. Except as provided under Wisconsin Statute § 48.981, sub. (2m), any of the following persons who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B: school nurse, social worker, professional counselor, school teacher, school administrator, school counselor, child care worker in a child care center, or residential care center for children and youth a child care provider, an alcohol or other drug abuse counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a dietitian, a speech-language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.
- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department 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. Employees who are not mandatory reporters as set forth in paragraph A, above, and who in connection with their job responsibilities have reasonable cause to suspect that a child has been abused or neglected or who have reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect of the child will occur shall notify their immediate supervisor or other administrative personnel of such alleged abuse.

### **14.06 Communications**

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

- A. Electronic Communications:
  - 1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.
  - 2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board,

users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege which may be revoked at any time.

3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum and District administration. External electronic storage devices are subject to monitoring if used with District resources.

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

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.
2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.
4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.

C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child,

or a member or participant in the same civic, social, recreational, or religious organization. The following definitions apply for purposes of this section on Electronic Communication with Students:

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

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

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

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

1. The employee shall limit communications to matters within the scope of the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
2. If an employee receives an unsolicited electronic contact from a student that is not within the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
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 8 p.m. and 8 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
  6. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
  7. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
    - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. See Board policy 5517.
    - b. confidentiality of student records. See Board policy 8330.
    - c. confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses. See Board policy 8350
    - d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
    - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
- 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***)

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

- 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 Board policy 8330.
  2. Confidentiality of other District records, including educator evaluations and private email addresses. See Board policy 8350.
  3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. See Board policy 8310.
  4. Prohibition against harming others by knowingly making false statements about a colleague or the District. See Board policy 8310.
- H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

## **14.07 Confidentiality**

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy 8350. 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.

#### **14.08 Conflict of Interest**

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

#### **14.09 Contracts and Conflict of Interest**

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

#### **14.10 Copyright**

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

#### **14.11 Criminal Background Checks**

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

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

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.
2. Submit to criminal history records checks to be conducted by the District Administrator.

Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks. Board policy 3121.

#### **14.12 Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record**

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

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

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

- A. the nature of the offense;
- B. the date of the offense;

- C. the relationship between the offense and the position to which the employee is assigned.

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

### **14.13 District Property**

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

### **14.14 Drug-, Alcohol-, and Tobacco-Free Workplace**

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

- A. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
- C. Drug-Free Awareness Program: The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and (if applicable) employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. 41 U.S.C. § 702(a) (1)
- D. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The

District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.

- E. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules. See Board policy 4162.
- F. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. See Board policy 4162. Compliance with the District's policies and rules is mandatory and is a condition of employment.
- G. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].

### **14.15 Employee Identification Badges**

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 know who employees are. They are an important part of providing a secure environment for our students. Employees must wear their employee identification badges in a visible spot during their contracted work time.

### **14.16 False Reports**

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

### **14.17 Financial Controls and Oversight**

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall

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

### **14.18 Fraud and Financial Impropriety**

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

- A. Fraud and financial impropriety shall include but is not be limited to the following:
1. forgery or unauthorized alteration of any document or account belonging to the District;
  2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
  3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
  4. impropriety in the handling of money or reporting of District financial transactions;
  5. profiteering as a result of insider knowledge of District information or activities;
  6. unauthorized disclosure of confidential or proprietary information to outside parties;
  7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
  8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy.
  9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
  10. failure to provide financial records required by state or local entities;
  11. failure to disclose conflicts of interest as required by law or District policy;
  12. disposing of District property for personal gain or benefit and,
  13. any other dishonest act regarding the finances of the District.

- B. Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

### **14.19 Gambling**

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

### **14.20 Gifts and Sale of Goods and Services**

- A. Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of school board officials or by an umbrella or affiliate organization of such statewide association of school board officials. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students.

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 District office for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats.. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to Board policy 1130 for information on conflicts of interest and for gifts and solicitations and § 19.59, Wis. Stats.

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

## 14.21 Honesty

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

## 14.22 Investigations

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

## 14.23 Licensure/Certification

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

## 14.24 Nepotism

- A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.
  
- B. Definition: For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an

individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.

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

#### **14.25 Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel**

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

1. Car Insurance

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

2. Personal Vehicle Reimbursement

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.

3. All transportation will be done in accordance with Board policy.

### **14.26 Outside Employment**

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

### **14.27 Personal Appearance/Staff Dress Code**

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

The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school

employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.

#### **14.28 Personal Property**

- A. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.
  
- B. Search of Personal Effects [Please see section 3.41 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.

#### **14.29 Personnel Files**

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

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

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

#### **14.30 Personnel – Student Relations**

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional

demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

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

### **14.31 Physical Examination**

- A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.
- B. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee, and consistent the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

### **14.32 Political Activity**

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

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

### **14.33 Position Descriptions**

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

### **14.34 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 recall from layoff within fourteen (14) calendar days of receipt of notice to do so only applicable to employees where layoff rights are expressly provided for in other sections of this *Handbook*.
- F. the employee having been on layoff for twelve (12) consecutive months only applicable to employees where layoff rights are 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.

### **14.35 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.

### **14.36 Student Code of Conduct and *Handbook***

The Student Code of Conduct and *Handbook* is available online at [www.bangor.k12.wi.us](http://www.bangor.k12.wi.us).

### **14.37 Teamwork**

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

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

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

### **14.38 Employee (Whistleblower) Protection**

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

### **14.39 Work Spaces, Including Desks, Lockers, etc.**

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked except as provided for under section 3.29, subsection B of this *Handbook*.

### **14.40 Work Made for Hire**

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

## 14.41 Workplace Safety

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

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

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

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

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

C. Notification of Safety and Health Standards: Wisconsin Statute § 101.055 requires the Wisconsin Department of Commerce 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 Commerce 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 the Part I, section 5 of this *Handbook* and District policy 7430 to address the workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See WIS. STAT. § 101.055; Public Employee Safety and Health, available at <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

- D. Weapons Prohibition: Firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Licensed peace officers who are serving in their official capacities are the only persons excepted from this prohibition. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 119.25, 120.13(1), 941.235, 948.60, 948.605, 948.61.
- E. Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.
- F. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:
  1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
  2. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions).
  3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
  4. The individual(s) filing the grievance must propose a specific remedy.
  5. The issue and proposed remedy must be under the reasonable control of the District.

#### **14.42 Violence/Bullying in the Workplace**

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. Definitions as Used Under this Section:
  1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
  2. Threat: A communicated intent to inflict physical or other harm on any person or property.
  3. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
  4. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking

or harassment, among other types of protective orders, including temporary restraining orders.

- C. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
1. Assault or battery.
  2. Blatant or intentional disregard for the safety or well-being of others.
  3. Commission of a violent felony or misdemeanor.
  4. Dangerous or threatening horseplay or roughhousing.
  5. Direct threats or physical intimidation.
  6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
  7. Physical restraint, confinement.
  8. Possession of weapons of any kind on District property [please see section 3.43].
  9. Stalking.
  10. Any other act that a reasonable person would perceive as constituting a threat of violence.

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

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

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

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

In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate

investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

## **SECTION 15. MANAGEMENT RIGHTS**

### **15.01 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.

## 15.02 Sole Basis

This section does not describe any rights of the Association or of employee(s). Accordingly, the Association 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 16. GRIEVANCE PROCEDURE

## 16.01 Purpose

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.

## 16.02 Definitions

- A. Grievance: A "grievance" is defined as any complaint that arises underneath this *Handbook* regarding the interpretation, application or violation of this *Handbook*.
- B. Grievant: A "grievant" may be any employee **or group of employees**.
- C. Day: The term "days" as used in this Article shall mean regularly scheduled workdays, unless otherwise indicated.
- D. "Discipline" is defined in Part I, Section 1.02, Subsection C. of the *Handbook*.
- E. "Termination" is defined in Part I, Section 1.02, Subsection J. of the *Handbook*.
- F. "Workplace safety" is defined in Part I, Section 3.43, Subsection F. of the *Handbook*.

## 16.03 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.

## 16.04 Grievance Processing Procedure

Grievances shall be processed in accordance with the following procedure:

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

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

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

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

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

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

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

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.

### **16.05 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.

### **16.06 Consolidation of Grievances**

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

### **16.07 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 17. PAY PERIODS

### 17.01 Annualized Payroll Cycle

#### A. School Year Employees:

1. Annualized Payroll: Employees scheduled to work the school year may voluntarily request to be paid on a twelve (12) month payroll cycle as set forth in subsection 2, below. Such request shall be made in writing and submitted to the business office by June 1. For employees with an individual contract, such election may be provided at the same time as the issuance of the individual contract or letter of intent. All school year employees covered under this provision shall have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the District-approved format.
2. School Year Payroll: For employees who do not voluntarily request to be paid on a twelve (12) month payroll cycle, the payroll cycle shall be on a ten-(10-) month basis and shall be placed on a twenty-one (21) payroll cycle.

#### B. Calendar Year Employees: All employees scheduled to work the calendar year will be placed on the twenty-six (26) payroll cycle.

### 17.02 Payroll Dates

The payroll dates shall be every other Friday. .

### 17.03 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, the number of emergency days that have been used, and the number of vacation days to be taken and the number remaining.

### 17.04 Definitions for Payroll Purposes Only

- A. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.

## **17.05 Salary Deferrals –Tax Sheltered Annuities (TSA)**

- A. The District will maintain a TSA program without regard to the employee’s current or former employee’s contribution amounts. Employees shall have the opportunity to participate in the District’s Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an “Investment Vehicle”).
- B. The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions in one or both of the following ways:
  - 1. Pre-tax dollars (salary reduction, also known as “regular” TSA contributions) or
  - 2. After tax dollars (also known as “Roth” TSA contributions).
- C. Teachers 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 three. If at any time there are no active employees contributing to a particular vendor, that vendor shall be removed from the District-approved vendor list.
- E. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program.
- F. Effective July 1, 2011, 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.
- 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. Stopping contributions does not constitute a change. Upon initial enrollment for new employees, the employee shall certify in writing as requested by the District but no more than two times per year (e.g., due to a change in full-time equivalency, absence, other deferrals, etc.), that the percentage or dollar amount of salary reduction withheld from compensation complies with the limits applicable to 403(b) TSA plan deferrals and does not exceed the amount permitted under Section 403(b), 415 and 402(g) of the IRS Code except as provided for below.
2. In no event shall the employee's contribution exceed one hundred percent (100%) of the employee's compensation less payroll and other required deductions. Employee and employer contributions are 100% vested and non-forfeitable at all times.
3. New loans from the TSA plan are not permitted.
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 B. 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. The Employee acknowledges the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the Employee's salary reduction funds. The Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.
5. The salary reduction agreement is attached as Appendix B.

## **SECTION 18. COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES**

### **18.01 Mileage Reimbursement**

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

## **SECTION 19. WORKER'S COMPENSATION**

### **19.01 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 Appendix G.

### **19.02 Benefits While on Worker's Compensation**

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

- A. Up to day sixty (60) of Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been

injured. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each day while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive day of leave or as long as the employee has accumulated sick leave available, whichever occurs first.

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

### **19.03 Injuries Not Covered by Worker's Compensation**

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

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

## **SECTION 20. SICK LEAVE**

### **20.01 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 eleven (11) 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.

### **20.02 Sick Leave Use**

- A. Sick leave shall be paid for any absence from work due to the:
  - 1. Personal illness, injury or serious health condition of the employee;
  - 2. Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a disability as set forth in Wisconsin Administrative Code

section PI 11.02(2) (Examples of a disability are: Cognitive disability, learning disability, autism, etc.)

3. Serious health condition of a spouse, child, or parent. The number of days underneath this provision is limited to ten (10) sick leaves day per year. Year is defined as January 1 through December 31 which shall be the same as the year defined for the purposes of the state and federal family and medical leave act.
4. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.

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

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

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

### **20.03 Sick Leave Accumulation**

Sick leave for employees will accumulate for full-time and part-time employees to a maximum of one hundred and ten (110) days.

### **20.04 Sick Leave and Long-term disability**

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

### **20.05 Overused Sick Leave**

If an employee were to leave the school system prior to the completion of his/her contract term or the school year for an individual teacher and had used all sick leave, a sum equal to the sick leave days not

earned would be deducted from the remaining pay. Deductions will be based on one (1) day of paid sick leave earned per month of employment to a maximum of eleven (11) days per contract year.

### **20.06 Reporting Procedure - Doctor's Certificate**

If at all possible, each employee shall be required to inform his/her supervisor prior to, or within the two hours of his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 9.02 above. Whenever the 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.

### **20.07 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.

### **20.08 Sick Leave Listing**

Employees may access Skyward™ to see a report summarizing his/her sick leave and vacation usage/accumulation [if applicable] during the employment year.

## **SECTION 21. JURY DUTY LEAVES**

### **21.01 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.

### **21.02 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.

### **21.03 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 22. BEREAVEMENT AND EMERGENCY LEAVE**

### **22.01 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 five (5) day(s) off work with pay. Such days shall be deducted from the employee's accumulated sick leave. Immediate family includes the spouse, parents, children, sibling, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse or other individuals residing in the employee's household

### **22.02 Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family**

Employees shall be granted three (3) day(s) with pay per occurrence to attend funerals of aunts, uncles, nieces, nephews, first cousins and friends. Such days shall be deducted from the employee's accumulated sick leave.

### **22.03 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.

### **22.04 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.

### **22.05 Bereavement Leave Increments**

Bereavement leave may be allowed in increments of one-half day.

## **SECTION 23. PERSONAL LEAVE**

### **23.01 Personal Days Provided**

- A. Calendar Year Employees: Employees shall be entitled to up to two (2) days of personal leave each employment year.
- B. School Year Employees: Employees shall be entitled to up to two (2) 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.
- D. Deduction from Sick Leave: The personal leave days used under this Section will be deducted from accumulated sick leave.

### **23.02 Personal Leave Accumulation**

Personal leave for employees will accumulate for full-time and part-time employees to a maximum of three (3) days.

### **23.03 Reasons for Personal Leave**

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

### **23.04 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.

### **23.05 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.

### **23.06 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.

### **23.07 Personal Leave Increments**

Personal leave may be allowed in increments of one-half day.

## **SECTION 24.      UNIFORMED SERVICES LEAVE**

### **24.01 Uniformed Services Leave of Absence**

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

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

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

### **24.02 Seniority/Length of Service during Uniformed Services Leave**

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

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

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

### **24.03 Request for Uniformed Services Leave**

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

## **SECTION 25. UNPAID LEAVES OF ABSENCE**

### **25.01 Medical Leave**

- A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The request must be accompanied by a physician's statement attesting to the disability and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.
- B. Benefits During Leave:
1. Length of service and other benefits shall not accrue during such leave.
  2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
  3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
- C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

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

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.
  2. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.
- D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.
- E. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

## **25.02 Child Rearing Leave**

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least sixty (60) days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the teacher is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion.
- B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited 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 teacher and the Board.

C. Benefits during the unpaid child rearing leave:

1. The child rearing leave is an unpaid leave.
2. During the unpaid child rearing leave, the teacher may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the first of the month, the teacher's insurance coverage shall be terminated.
3. During the unpaid child rearing leave, the teacher shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.

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

E. Interaction with family and medical leave provisions: Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.

### **25.03 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 thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year

B. Benefits During Leave:

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

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

## **SECTION 26. BENEFITS APPLICABLE TO ALL EMPLOYEES**

### **26.01 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) to a maximum of three thousand five hundred dollars (\$3,500.00) per calendar year until August 31, 2012, and
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

*Note: Effective September 1, 2012, as part of the Federal Health Care Reform Act, the maximum amount allowable under this provision, IRC § 105 is \$2,500.00 per plan year.*

Effective September 1, 2012: An employee may designate, under the flexible reimbursement plan/cafeeteria plan, a maximum of two thousand five hundred dollars (\$2,500) of eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year.

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

### **26.02 Dental Insurance**

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

### **26.03 Health Insurance**

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

### **26.04 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.

### **26.05 Life Insurance**

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

### **26.06 Long-Term Disability**

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

### **26.07 Long-Term Care**

The Board shall provide long-term care 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.

### **26.08 Wisconsin Retirement System (WRS) Contributions**

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

### **26.09 Alternate-Benefit Plan [ABP] in Lieu of Health Insurance**

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

- A. 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
<u>2011-2012</u>	<b>\$4000.00</b>

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.

- 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 two times 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.

## **26.10 COBRA Law Continuation of District Health Plan Participation**

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

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

six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.

C. **COBRA Extension** [Second qualifying events]: A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:

1. The employee's death;
2. Divorce or legal separation;
3. The covered employee becomes eligible for Medicare;
4. A child loses his or her "dependent child" status.

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

D. **Premium Cost & Payment:** The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.

E. **Termination of Coverage:** Employee continuation coverage may be terminated automatically if:

1. The employee fails to make a monthly premium payment to the District on time;
2. The employee obtains similar coverage through a different employer;
3. The employee becomes eligible for Medicare and convert to an individual policy;
4. The District terminates its health plan;
5. The employee's guaranteed continuation period expires.

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

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

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

Social Security determines that the employee or a qualified beneficiary from his or her family is disabled and within the first eighteen (18) months of COBRA continuation coverage. (The cost of COBRA coverage will increase from 100% to 150% of total premium during this additional eleven (11)-month extension period.).

## **SECTION 27. 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 28. CONFORMITY TO LAW**

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

## **SECTION 29. QUALITY IMPROVEMENT COMMITTEES**

### **29.01 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.

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

*Please see the Collective Bargaining Agreement between the District and the Bangor Education Association.*

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

## **SECTION 1. DISCIPLINE AND DISCHARGE**

### **1.01 Standard for Discipline and Termination**

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

### **1.02 Representation**

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

### **1.03 Disciplinary Materials**

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

## **SECTION 2. HOURS OF WORK AND WORK SCHEDULE**

### **2.01 Letter of Intent of Employment**

Each employee shall be issued an annual letter of intent of employment that shall be consistent with, but subservient to, this *Handbook* and board policy, before May 1st. The letter of intent of employment shall be returned to the District office by May 15<sup>th</sup>. The letter of intent of employment shall identify the employee, the date of hire, the position(s) that the employee is employed for, the length of the work year, the length of the work day, the tentative starting and ending times of the work day, and the pay rate for the position. Specific assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held.

A new letter of intent of employment shall be issued in cases of transfers, promotions, demotions, and partial or full layoff. In the case of a change of assignment the employee shall be provided notice of the change of assignment, if practicable, as determined by the administration.

### **2.02 Regular Workday and Starting and Ending Times**

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

### **2.03 Regular Work Week**

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

### **2.04 Part-time Employees**

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

### **2.05 Additional Hours and Overtime - Approval and Assignment**

- A. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property.
- B. Assignment: Non-emergency scheduled overtime assignments will be filled using volunteers first and if an insufficient number 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. Emergency overtime assignments shall be assigned at the discretion of the District.
- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated on the 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.

### **2.06 Compensatory Time Off**

In lieu of overtime pay, employees may, request to choose to receive compensatory time off. Compensatory time off may be granted 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 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.
  - 2. An employer-employee agreement negotiated with the individual employee. A copy of the Agreement shall be made on Appendix E.
- B. The agreement must be reached and accepted before the employee performs the work compensable as overtime. A record of the agreement must be kept. Written agreement is preferable. Agreement 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 forty (40) hours of compensatory time off. Any overtime exceeding forty (40) 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.

- 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.).
- 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 (*e.g.*, within two weeks of the request).

**2.07 Lunch Period**

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

**2.08 Breaks**

Employees scheduled to work at least three (3) hours per work day shall receive one (1) fifteen (15) minute paid break. Employees scheduled to work at least six (6) hours per work day shall receive two (2) fifteen (15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor.

<b>Hours Worked</b>	<b>Break(s) and Lunch Period Scheduling</b>
0 to 2.99 hours	0 minutes
At least 3.0 to 5.99 hours	15 minutes
At least 6.0 or more hours	(2) 15 minutes and 30 minute duty-free lunch

**2.09 Tracking of Hours Worked**

Time sheets shall be used by all employees. Employees are responsible for their own time sheets and shall not fill out time sheets for any other employee. Employees caught filling out time sheets 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 sheet shall reflect such a change in work hours.

**2.10 Emergency School Closings**

- A. All custodians are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible.
- B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Any employee not at work when school is closed for an emergency shall be paid for the first three days. Employees shall be required to make days up in the event that the District schedules make-up days.

**2.11 Attendance at Meetings**

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

## SECTION 3.            REDUCTION IN FORCE, POSITIONS & HOURS

### 3.01    Reasons for Layoff

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

### 3.02    Layoff Notice

The District will give at least thirty (30) calendar days notice of layoff. The layoff notice shall specify the effective date of layoff, that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address, and that it will refer the employee to the Reduction in Force provision in this *Handbook*.

### 3.03    Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial layoff 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 layoffs.
- B. Step Two - Volunteers: Volunteers will be laid off first. The District will provide the volunteer(s) with a layoff notice. Requests for volunteers will be sent to employees within each job category. An employee who volunteers to be laid off will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the job category are qualified to perform the remaining work. Volunteers will be provided with all procedures under this section of the *Handbook*.
- C. Step Three - Selection For Reduction/Layoff: The District shall select the employee in the affected job category for layoff or reduction in hours.
  1. Job categories for the purpose of this section shall be defined as:

a.     Custodian/Maintenance	b.     Secretaries
c.     Teaching Assistants	d.     Food Service
e.     Transportation/Bus Drivers/Van Drivers	
f.     Computer Technician	
  2. The District shall utilize the following criteria in order of application for determining the employee for layoff or reduction in hours:
    - 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 job skills, certification [if applicable], training, district evaluations, etc.
    - c. Qualifications of the Remaining Employees in the affected job category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and
    - d. 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 and provide it by September 30th. The employees will raise any objections to the proposed length of service list by December 1<sup>st</sup>.

### **3.04 Reduction in Hours**

Employees who are reduced in hours shall 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 shall 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.

### **3.05 Recall/Rehire Process Period**

Laid-off employees shall retain the option to be recalled 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 layoff, whichever is later.

### **3.06 Recall Procedure**

All laid off employees shall have their names placed on a recall list. In the event a vacancy occurs or a new position is created while employees are on layoff, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employees on recall 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*.

### **3.07 Termination of Recall Options**

Recall options shall end should an employee refuse recall to a position in the job category, except as provided below. Casual or substitute work with the District during the recall period shall not extend the recall period. Employees on layoff status may refuse recall to 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 layoff status shall not lose recall 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.

### **3.08 Insurance Benefits during Layoff**

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

### **3.09 Accrued Benefits during Layoff**

Laid-off employees shall suffer no loss of sick leave, vacation or other accrued benefits when rehired. Sick leave days, vacation, and length of service time shall not accrue while an employee is on full layoff status.

### **3.10 Other Employment during Layoff**

No employee on full or partial layoff shall be precluded from securing other employment while on layoff status.

### **3.11 Furloughs**

The District may furlough employees for budgetary reasons, and the following guidelines apply during furlough periods:

- A. Employees shall 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. shall continue to accrue as if the employees were working.
- D. The District shall provide health insurance, dental insurance, etc. at the same level it would have if the employees were working.

## **SECTION 4. ASSIGNMENTS, VACANCIES AND TRANSFERS**

### **4.01 Job Posting**

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally simultaneously for a minimum of five (5) 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 District's website. 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.

### **4.02 Interviews**

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

### **4.03 Selection Process**

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

### **4.04 District Ability to Select the Most Qualified Applicant**

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

### **4.05 District Ability to Determine Job Description**

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

### **4.06 Involuntary Transfers**

When the District determines that an involuntary transfer of an employee is necessary, due to the District's inability to fill a vacancy or a new position according to the procedures set forth above in sections 4.01 through 4.05, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator which will include the reasons for the transfer.

## **SECTION 5. PAID VACATION**

### **5.01 Notice**

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

## **5.02 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:

<b>Number of Years Worked</b>	<b>Vacation Days Earned</b>
First year of service	5 days
After two (2) years of service	10 days
After five (5) years of service	An additional day, plus the earned 10 after two (2) years of service, for each additional year of service
After fifteen (15) years of service	20 days

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

## **5.03 Scheduling of Vacation**

Vacation time may be taken in full blocks, or in shorter blocks not less than one-half day 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 shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives.

## **5.04 Vacation Accumulation**

An employee may carry over a total of ten (10) vacation days from the prior year to the next year's vacation amount, however, such carried over days must be used by December 31st. Vacation days, in excess of the days carried over above, not used by the end of the applicable twelve month period, i.e. June 30<sup>th</sup>, shall be forfeited.

## **5.05 Payment upon Termination/Transfer to a Position Not Eligible for Vacation**

Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in his or her accumulation, as well as a pro-rated amount of the vacation that the employee would have received upon his or her next anniversary. 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.

## **5.06 Holidays during Vacation**

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

## SECTION 6. HOLIDAYS

### 6.01 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. School Year Employees

Labor Day	Thanksgiving Day
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### 6.02 Holidays Falling on Weekends

If any of the holidays listed above, fall on a Saturday, the preceding workday shall be observed as the holiday. If any of the above named holidays falls on a Sunday, the following workday shall be observed as the holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday shall be observed as the December 31st holiday and the preceding Friday shall be observed as the January 1st Holiday. If December 24 and December 31 fall on a Sunday, the preceding Friday shall be declared the holiday unless the preceding Friday is a student contact day. If the preceding Friday is a student contact day, section 6.03 will apply.

### 6.03 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 shall work their regular hours that day, and shall instead receive a paid holiday on a date determined by the Administration.

### 6.04 Holidays during Vacation

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

### 6.05 Eligibility for Holiday

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

## SECTION 7. WAGE COMPENSATION AND EXPENSES

### 7.01 Wage Schedule

See Appendix K.

## **7.02 New Employee Wage Schedule Placement**

- A. New employee placement – New employees shall 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 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.

## **7.03 Out-of-Classification Pay**

Any employee working in a higher paid classification for more than ten (10) working days shall receive the pay of that classification. Upon completion of the employee's assignment under the higher pay scale, the employee shall revert to his or her former classification and rate.

## **7.04 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 shall retain her/his step placement. Upon voluntary transfer to a position in the same job classification, the employee shall retain her/his pay rate and step placement.

## **7.05 Expenses**

Employees required, or approved, by the District to attend conferences, seminars, and inservice training sessions shall not receive reimbursement for travel, meals, lodging, and registration unless prior approval has been received to exceed the amounts. The District reimbursement schedule is listed below. Employees will be reimbursed at the following rates, or actual cost, whichever is less. The employee will only be reimbursed if a receipt is provided.

Breakfast	\$8.00
Lunch	\$9.00
Dinner	\$17.00

The District will reimburse bus drivers for meals while on trips for the District that occur during normal meal times. The driver will provide a receipt for the expense. The maximum reimbursement will be \$8.00 for breakfast, \$9.00 for lunch, and \$17.00 for dinner.

# **SECTION 8. JOB RELATED TRAINING AND LICENSURE**

## **8.01 In-Service Training**

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

## **8.02 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 shall be reimbursed by the District for up to seventy-five dollars (\$75.00) for the cost of renewal of the #883 license. The reimbursement shall 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 to be applied toward the cost of the special education assistant's initial five year special education aide #883 license.

## **SECTION 9. EMPLOYEE EVALUATIONS**

### **9.01 Evaluation**

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

### **9.02 Procedures and Instruments**

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

### **9.03 Frequency**

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

### **9.04 Receipt of Evaluation**

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

### **9.05 Comments, Disputes**

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

### **9.06 Evaluators**

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

## **SECTION 10. RESIGNATION FROM EMPLOYMENT**

### **10.01 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 shall, at the District's discretion, forfeit any accrued benefits.

## **SECTION 11. INSURANCES**

### **11.01 Dental Insurance**

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

#### **A. Eligibility.**

1. Minimum Hours for Any Board Contribution: An employee whose individual letter of assignment has an assignment of at least one thousand and eighty (1080) hours is eligible to participate in the District's dental insurance. Hours worked beyond those set forth in the letter of intent of employment 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 one thousand and eighty hours (1080) 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. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
    - a. Coverage under one family plan; or
    - b. Two single plans; or
- 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 shall pay no more than eighty-seven and four-tenths percent (87.4%) of the single premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.
  2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than eighty-seven and four-tenths percent (87.4%) of the family premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

## 11.02 Health Insurance

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. The health insurance for the 2011-2012 fiscal year shall have a two thousand five hundred dollars (\$2,500.00) single/five thousand dollars (\$5,000.00) family up-front deductible with a health savings account. The Board shall fund the health savings account at a rate 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 one thousand and eighty (1080) hours is eligible to participate in the District's health insurance. Employees whose assignments are for less than least one thousand and eighty (1080) hours are not eligible to participate in the District's health insurance plan. Hours worked beyond those set forth in the letter of intent of employment 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 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. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
    - a. Coverage under one family plan; or
    - b. 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 shall pay no more than eighty-seven and four-tenths percent (87.4%) of the single premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.
  2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than eighty-seven and four-tenths percent (87.4%) of the family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

### 11.03 Liability Insurance

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

### 11.04 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 one thousand and eighty (1080) hours is eligible to participate in the District's life insurance. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than least one thousand and eighty (1080) 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 shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

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

- C. Premium Contributions: The District shall pay the full cost for term life insurance equal to the fifteen thousand dollars (\$15,000.00).

### **11.05 Long-Term Disability**

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

- A. Eligibility:
  - 1. Minimum Hours for Any Board Contribution: An employee whose individual letter of assignment has an assignment of at least one thousand and eighty (1080) hours is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than one thousand and eighty (1080) 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.
- 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 resignation or termination becomes effective.
- C. Premium Contributions: The District shall pay the full premium cost for long-term disability insurance. The employee shall pay the remaining portion of the premium. The benefits will be equal to ninety percent (90%) of the employee's monthly wages. Coverage shall begin after the sixty (60) consecutive calendar day of disability and continue until the employee is eligible to work or 24 months or age 65.

### **11:06 Long-Term Care**

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

### **11:07 Wisconsin Retirement System (WRS) Contributions**

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

### **11:08 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
<u>2011-2012</u>	<b>\$4,000.00</b>

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.

- 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 three (3) times 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.
  - 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 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.

## **SECTION 12. MISCELLANEOUS**

### **12.01 Terms and Conditions for Transportation Employees**

- A. Bus drivers will be paid two hours each for the first and last runs of each day.
- B. Bus drivers and van drivers will be allowed to keep the District's vehicles at their home provided the employee's place of residence is in the Bangor School District or within five (5) miles of the school district's boundary. If the Board builds or leases a busing garage the buses will be kept at the busing garage or at the employee's residence as designated by the Board.
- C. Each summer school route will receive two hours pay for the pick-up and the return home.
- D. Van drivers will be paid two hours each for the first and last runs of each day. Runs that occur within the student day will be paid based upon actual time worked.
- E. Transportation employees will be compensated the following amounts for keeping the District's buses at home to cover electricity costs:
  - 1. Seventy-five dollars (\$75.00) for gasoline powered buses.
  - 2. One hundred twenty-five dollars (\$125.00) for diesel powered buses.
- F. Extracurricular trips will be assigned as determined by the District.
- G. Drivers will be paid for all extra-curricular trips. Drivers will be paid a minimum of two (2) hours for each extra-curricular trip or the actual time of the extra-curricular trip whichever is greater. The actual time for the extra-curricular trip begins at pick-up time and ends after the bus is cleaned and fueled. Extra-curricular routes which conflict with regular routes will be paid the regular route pay during the first two hours of the extra-curricular trip or during the first four hours if the trip causes the driver to miss both the morning and afternoon runs.
- H. Drivers/instructors will be paid their regular route rate of pay for training purposes. All employees will receive payment for all time actually worked before and/or after their routes. Drivers will be paid for all other non-route driving time spent on such activities as meetings and maintenance. Drivers who gas up their buses as part of their regular route driving duties will be paid their regular route rate. Drivers who attend meetings or perform other work which is coterminous to their regular route driving duties will be paid their regular route rate of pay.



***PART IV – STAFF WITH  
INDIVIDUAL CONTRACTS  
UNDER § 118.24, WIS.  
STATS., EXECUTIVE,  
ADMINISTRATIVE  
AND ACADEMIC  
ADMINISTRATIVE  
EMPLOYEES***

Executive, administrative and academic administrative employees are covered by individual contracts.



***Part V –  
Co-Curricular Staff***

## **SECTION 1.           ATHLETIC AND ACTIVITY ASSIGNMENTS**

### **1.01 Letter of Assignment**

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

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

### **1.02 Payments**

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

## **1.05 Volunteers**

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

- A. They will not be eligible for salary/wages, stipend, or benefits;
- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
- C. They will be responsible for their own personal injuries(i.e., ineligible for worker's compensation);
- D. They must consent to a background check 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**

See Appendix L.

A decorative graphic consisting of several overlapping, curved green shapes that form a stylized, abstract pattern. The shapes are in various shades of green, from a light lime green to a dark forest green. They are arranged in a way that creates a sense of depth and movement, with some shapes appearing to be in front of others. The overall effect is a modern, organic design.

***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**

- A. Assignments: Substitutes shall be assigned at the discretion of the District.

**OR**

Substitutes shall be assigned as follows:

1. Principals' requests for a given substitute shall take first precedence.
  2. Teachers' requests for a given substitute shall 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 shall be notified of the available work.
- B. 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.
- C. 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 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.

D. 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.

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 rates apply retroactive to the first day, unless such long-term 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.

- F. Substitute Teaching Day: 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. .

## 2.04 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, shall be compensated at the rate of \$11.62 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*.

## 2.05 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.

## 2.06 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 teachers 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, shall 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.

**2.07 Substitute Teacher Pay Schedule**

Substitute teachers shall be employed at the rate established by the District. As of 8/17/2011 the rate of pay is as follows:

**SUBSTITUTE TEACHER PAY SCHEDULE**

**2011-2012**

Category	2011-2012
<b>Short-Term Per Diem Substitute</b>	<u>\$90.00</u>

### **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 such long-term is known in advance, in such case payment will begin on first day.)

\$165.12

Part-time substitute teachers shall 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 shall be assigned at the discretion of the District.
- B. Board Policies: A copy of the appropriate school policies shall 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 shall be 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 such long-term is known in advance, in which case payment will begin on the first day.
  - 2. Responsibilities of the long-term substitute shall be 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 shall 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, shall 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 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 voluntary and the in-service shall 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 8/17/2011 the rate of pay is as follows:

**SUBSTITUTE PAY SCHEDULE**

**2011-2012**

<b>Category</b>	<b>2011-2012</b>
<b>Short-Term Substitute</b>	<u>Starting hourly wage for the Position for which the employee is substituting.</u>
<b>Long-Term Per Diem Substitute</b>	
(If employee works more than ten (10) days in the same position, then the long-term rate applies beginning with the first day, unless such long-term is known in advance, in such case payment will begin on first day.)	<u>Starting hourly wage for the Position for which the employee is substituting.</u>

## **APPENDIX A: SALARY PAYROLL OPTIONS**

**2011-2012**

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.

## APPENDIX B: 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:*

Amount (whole dollar/percentage)

Vendor Name

\$ \_\_\_\_\_ 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: \_\_\_\_\_

**APPENDIX C: GRIEVANCE INITIATION INSTRUCTIONS**  
**SCHOOL DISTRICT OF \_\_\_\_\_**

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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

## APPENDIX D: 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
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SCHOOL	SHIFT	LOCATION
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1. I wish to appeal the grievance disposition signed by:

Name	Title	Date
------	-------	------

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2. Nature of Grievance:

3. What provision of the *Employee Handbook* has been violated?

4. Reason for Appeal:

---

EMPLOYEE'S SIGNATURE	DATE
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Administrator's Signature

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Date

**APPENDIX F**  
**Bangor**  
**Non-Instructional Staff Letter of Appointment**

*[Insert Date]*

TO: *[Insert Employee Name]*

FROM: , Superintendent of Bangor School District

RE: Anticipated Assignment for the 2011-2012 School Year

Mr./Ms.

You are hereby placed on notice that the District intends to offer you similar work for the 2011-2012 school year. The particulars of your anticipated assignment for the 2011-2012 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 2011-2012 school year is \_\_\_\_\_, and you are required to report on *[Insert Date]*.
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.
3. This assignment may be changed at the Board of Education's discretion and does not constitute a binding employment contract. As such, you are an at-will employee, and either you or the Board may terminate your employment after giving at least thirty calendar days' notice of intent to terminate.

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 2011-2012 school year.

*[Signed]*, Superintendent of Schools

## APPENDIX G

### STANDARDS OF CONDUCT - HARASSMENT, BULLYING & SEXUAL HARASSMENT COMPLAINT FORM:

If you believe you have been the victim of bullying, harassment or sexual harassment as defined by District policies. 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:

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- 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):

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- 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:

## APPENDIX H

### Employee Accident/Injury Report

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

*\*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.*

<b>EMPLOYEE INFORMATION</b> (Please print legibly)			
Employee Name (Last, First, Middle initial)			
Employee Address		City	State      Zip
Home Telephone Number (      )		Work Telephone Number (      )	
<b>ACCIDENT INFORMATION</b>			
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 _____	
		_____ Chest _____	
		Arm _____ Back _____	
		Neck _____ Other _____	
Please describe any resulting injury:			

### TREATMENT INFORMATION

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

**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 does 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.**

## APPENDIX I

### APPENDIX: EMPLOYMENT POSTERS

#### **Employee Protections Against Use of Honesty Testing Devices**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_10861\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_10861_p.pdf)

#### **Employee Rights and Responsibilities**

##### **Under the Family and Medical Leave Act**

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

##### **Employee Rights Under the Fair Labor Standards Act**

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

#### **Employee Rights under Wisconsin's Business Closing/Mass Layoff Notification Law**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9006\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_p.pdf)

Spanish [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9006\\_s\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_s_p.pdf)

#### **Federal Fair Labor Standards Act**

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

#### **Hazardous Chemicals in the Workplace?**

English <http://commerce.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](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](https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_s_p.pdf)

#### **Notice to Employees About Applying for Wisconsin Unemployment Benefits**

English <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7e.pdf>

Spanish <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7s.pdf>

Hmong <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7h.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](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 [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_11054\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11054_p.pdf)

#### **Occupational Injuries and Illnesses Summary**

English

[http://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=11301](http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=11301)

#### **OSHA Job Safety and Health**

English <http://www.osha.gov/Publications/osha3165.pdf>

Spanish <http://www.osha.gov/Publications/osha3167.pdf>

#### **Public Employee Safety and Health**

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

**Retaliation Protection for Health Care Workers**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_12210\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_12210_p.pdf)

**U.S. DEPARTMENT OF LABOR WORKPLACE POSTER REQUIREMENTS FOR SMALL BUSINESSES AND OTHER EMPLOYERS**

<http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>

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

English [http://www.dol.gov/vets/programs/userra/USERRA\\_Private.pdf#Non-Federal](http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf#Non-Federal)

**Your Rights Under USERRA**

**The Uniformed Services Employment and Reemployment Rights Act**

English [http://www.dol.gov/vets/programs/userra/userra\\_private.pdf](http://www.dol.gov/vets/programs/userra/userra_private.pdf)

**Wisconsin Fair Employment Law**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_4531\\_p.pdf](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](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_s_p.pdf)

**Wisconsin Family and Medical Leave Act**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_7983\\_p.pdf](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](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_s_p.pdf)

**Wisconsin Minimum Wage Rates**

English [http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_9247\\_p.pdf](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](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_s_p.pdf)

## APPENDIX J

### SCHOOL DISTRICT NOTICE OF PRIVACY PRACTICES REQUIRED NOTIFICATION

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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 9/1/2011 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 [www.bangor.k12.wi.us](http://www.bangor.k12.wi.us). 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 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:

Roger Foegen  
Bangor School District  
700 10<sup>th</sup> Avenue South  
Bangor, Wisconsin 54614  
608/486-5202

APPENDIX K

**BANGOR SCHOOL DISTRICT**

Support Staff Wage Schedule - 2010-11

Classification	Hire	Step 1	Step 2	Step 3	Longevity		
					10L	14 L	18L
Custodian	10.80	11.30	11.80	12.30	12.60	12.90	13.20
Cook	9.80	10.30	10.80	11.30	11.60	11.90	12.20
Head Cook	11.30	11.80	12.30	12.80	13.10	13.40	13.70
Secretaries	10.80	11.30	11.80	12.30	12.60	12.90	13.20
Teaching Assitants	9.90	10.40	10.90	11.40	11.70	12.00	12.30
Bus Driver	14.35	14.70	15.05	15.40	15.70	16.00	16.30
Computer Technician	17.16	17.66	18.16	18.66	18.96	19.26	19.56
Extra-Curricular Rate	10.10						

**Appendix L Pay Schedule for Extracurricular Duties**

Description		2005-2007 Rate	2007-2011 Rate
<b>Athletics</b>			
1.	Athletic Director	\$2,616	\$2,816
2.	Head Coach		
	a. Football	\$2,387	\$2,569
	b. Girls Basketball	\$2,387	\$2,569
	Boys Basketball	\$2,387	\$2,569
	c. Track	\$2,215	\$2,385
	d. Baseball	\$2,215	\$2,385
	e. Softball	\$2,215	\$2,384
	f. Volleyball	\$2,215	\$2,385
	g. Cross Country	\$1,528	\$1,645
3.	Assistant Coach		
	a. Football	\$1,643	\$1,768
	Football	\$1,643	\$1,768
	Football	\$1,643	\$1,768
	b. Jr. Varsity Girls Basketball	\$1,643	\$1,768
	Jr. Varsity Boys Basketball	\$1,643	\$1,768
	c. Freshmen Girls Basketball	\$1,299	\$1,399
	Freshmen Boys Basketball	\$1,299	\$1,399
	d. Track	\$1,299	\$1,399
	Track	\$1,299	\$1,399
	Track	\$1,299	\$1,399
	e. Baseball	\$1,299	\$1,399
	f. Softball	\$1,299	\$1,399
	g. Jr. Varsity Volleyball	\$1,299	\$1,399
	h. Freshmen Volleyball	\$979	\$1,054
<b>Speech</b>			
	a. Three-act Play	\$1,128	\$1,214
	b. Forensics	\$1,128	\$1,214
	c. Forensics Assistant	\$899	\$967
	d. Set Designer	\$670	\$721
<b>Music, Other</b>			
	a. Band Director	\$1,700	\$1,830
	b. Vocal Music Director	\$1,242	\$1,337
	c. Jazz Choir	\$784	\$844
	d. Color Guard	\$641	\$690
	e. Cheerleading	\$1,357	\$1,460
	f. School Annual	\$1,586	\$1,707
	g. Quiz Bowl	\$498	\$536
	h. Science Olympiad	\$498	\$536
	i. Academic Decathlon	\$784	\$844
	j. Student Council	\$670	\$721
	k. Honor Society	\$343	\$370
	l. Odyssey of the Mind	\$916	\$986
	m. Freshman Advisor	\$114	\$123
	Freshman Advisor	\$114	\$123
	n. Sophomore Advisor	\$114	\$123
	Sophomore Advisor	\$114	\$123
	o. Junior Advisor	\$343	\$370
	Junior Advisor	\$343	\$370
	p. Senior Advisor	\$343	\$370

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**Appendix L Pay Schedule for Extracurricular Duties**

	Senior Advisor			\$343	\$370
	q. MS Forensics			\$784	\$844
	r. MS Assist Forensics			\$555	\$598
	s. MS Student Council			\$286	\$308
	t. MS Yearbook			\$240	\$259
	u. Elementary Student Council			\$286	\$308
	v. Elementary Play			\$401	\$431
	w. Ecology Club			\$286	\$308
<b>Middle School Athletics</b>					
	a. Cross Country			\$801	\$863
	b. Football			\$801	\$863
	Football			\$801	\$863
	c. Volleyball			\$801	\$863
	Volleyball			\$801	\$863
	d. Boys Basketball			\$801	\$863
	Boys Basketball			\$801	\$863
	e. Girls Basketball			\$801	\$863
	Girls Basketball			\$801	\$863
	f. Track			\$801	\$863
	Track			\$801	\$863
<b>Mentoring/PI-34</b>					
	Mentor Trainer				
	a. 1st Year of Program (1,000)	\$1,000		\$1,000	\$1,000
	b. Subsequent Years	\$750			\$0
	Mentors				
	a. 1st yr of mentoring assign.	\$1,000		\$5,000	\$5,000
	b. 2nd yr. W/same init. Ed.	\$750			\$0
	c. Subs. Yrs W/same init. Ed	\$500			\$0
	Prof. Dev. Team Member	\$100			\$0
	Mentor Board Member	\$200			\$0
	<b>Total</b>			<b>\$71,469</b>	<b>\$76,469</b>

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