Employee Acknowledgment

(This form may be signed electronically on the Human Resources Department Web Page. All employees will acknowledge their understanding of the terms and conditions of this Handbook by their electronic signature.)

I hereby acknowledge that it is my responsibility to access the Beloit School District Employee Handbook online. I understand that it is my responsibility 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 Board Policy Manual also located on the District’s website. The Employee Handbook and the Board Policies Manual can be located throughout the District in school libraries, in various supervisors’ offices, and on the District’s website at http://www.sdb.k12.wi.us. 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. I understand 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
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Inclement Weather 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 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.

Information will also be posted on the District website as soon as practicable.

Employees are encouraged to monitor these TV and radio stations.

For specifics, please refer to Board Policy 723.4 Emergency School Closings and 723.4 RULE 1 Emergency School Closings Procedures.

During times of inclement weather which results in the cancellation of classes, all employees who work 212 or more days per contract year which includes secretaries, administrators, administrative assistants/support Human must report on these days. All other employees will have a make-up day(s) added to their contracted calendar. Please note that should the police or sheriff’s department officially deem travel as either hazardous or dangerous, employees are advised not to report to work until it is reasonably safe to do so.

Those employees who do not report to work on these days but are required to do so may use a Paid Leave Day or vacation day to cover their absence in the District’s time management system (TrueTime).
SCHOOL DISTRICT OF BELOIT

SCHOOL LOCATIONS AND PRINCIPALS

CONVERSE  Stephanie Jacobs  1602 Townline Ave.  361-2100
            Diana Camacho
GASTON    Brandye Herford  1515 W. Grand Ave.  361-2300
            Pam Zimmerman
HACKETT  Marcia Schwengels  625 Eighth Street.  361-2400
            Julia Edwards
MERRILL  Betsy Schroeder  1635 Nelson  361-2600
            Paula Hunt
ROBINSON  Sam Carter  1801 Cranston Road  361-2800
            Amanda Bennet
TODD  Melody Wirgau  1621 Oakwood Ave.  361-4200
       Mary McNulty

INTERMEDIATE SCHOOL - Principals & Secretaries

ALDRICH  1859 Northgate Dr.  361-3600
          Mark Smullen, Principal & Rachelle Brown-Clardy, Asst. Principal
          Diane Lovaas & Amy Montour
CUNNINGHAM  910 Townline Ave.  361-2200
          Jennifer Fanning, Principal & Todd Greco, Asst. Principal
          Anderia Barnett & Ashley Soderburg
FRUZEN  2600 Milwaukee Road  361-2000
          Kevin Kitslaar, Principal & Mathew Kleinschmidt, Asst. Principal
          Corina Hill & Deb Peterson
McNEEL  1524 Frederick St.  361-3800
          Tony Bosco & Joe Vrydaghs, Principals
          Robin Bye & Pat Rohr

BELOIT MEMORIAL HIGH SCHOOL

Tina Salzman, Principal  1225 Fourth Street  361-3000

Pete Apple, Noah Hollander, LaKimberly Jefferson, John Kaminski, & Chuck Seils, Asst Principals
Frances Bevineau, Yadira Castellanos, Beth Clemons, Deb Edmonds, Jessie Everson, Deena Hoey, Mary
Lang, and Bobbi Thiering

BELOIT LEARNING ACADEMY & ROY CHAPMAN ANDREWS (WRIGHT)

Tina Goecks, Principal  1033 Woodward Ave.  361-4300
Karen Battist
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.

(http://wsx.sdb.k12.wi.us/sites/Human/Calendars/Forms/AllItems.aspx?RootFolder=%2Fsites%2FHuman%2FCalendars%2FStaff%20Calendars%2FStaff%202013%2D2014&FolderCTID=0x0120001009E31EBACDD740B335CFF561040BD&View={CE5F2EF9-65A3-4DC7-A4E4-ED7BAA2BB449})
PART I

PROVISIONS APPLICABLE TO ALL STAFF
PREAMBLE AND DEFINITIONS

ABOUT THIS HANDBOOK

A. Employees Covered: This Handbook is provided as a reference document for the Beloit School District (hereinafter referred to as “District”) employees.

B. Disclaimer: The contents of this Handbook are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment. Notwithstanding any provisions of this Handbook, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this Handbook or individual contract.

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

C. This Employee Handbook is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this Handbook should not be considered all-inclusive. Copies of Board Policies are available on line at http://www.sdb.k12.wi.us on the District’s website. 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 Beloit School District Board of Education.

D. 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 dismissal.

E. 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 retrained by such tribunal, the remainder of this Handbook shall not be affected thereby. The District and members of represented groups pledge to collaboratively review Handbook contents annually.

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 Human designated by the District.

B. Discipline: “Discipline” is defined as a suspension [unpaid or paid], or a written reprimand. A Performance Improvement Plan (PIP) may also be utilized by the District as a form of employee discipline. A Plan of Improvement (PIP) involves the supervision and evaluation procedures as applied to continuing teachers whose performance has not met expectations based upon the most recent performance evaluation. PIPs are designed to improve the overall performance of a teacher whose performance has not met expectations. Continuing teachers whose overall performance has not met expectations may, at the discretion of the District, receive a PIP or may be non-renewed pursuant to § 118.22 Wis. Stats.
C. **Non-exempt and Exempt Employees:** Under the Fair Labor Standards Act, non-exempt employees are those who receive overtime if they work more than 40 hours in any week. Exempt employees do not qualify for overtime pay due to their positional authority and level of responsibility.

D. **Regular Employees:** “Regular Employees” are defined as employees whom the District considers continuously employed, working either a full year or part of a year with full-time employment. Examples include employees’ working days totaling 212, 220, 222, or 52 week schedules, until the District, at its discretion, changes the status of the employee.

1. **Exclusions:** The definition of Regular Employees does not include 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.

F. **Substitute Employees:** “Substitute Employees” are defined as non-exempt staff without individual contracts under section 118.21 or section 118.24, Wis. Stats., hired to replace a regular employee during that employee’s leave of absence.

G. **Supervisor:** The District will identify the individual employee’s supervisor on the employee’s job description.

H. **Certified Staff:** Includes teachers as defined and hired under a contract pursuant to § 118.21, Wis. Stats., and full and part-time professional educators, and all professional educators with special assignments including but not limited to elementary and secondary professional educators, occupational therapists, physical therapists, speech and language pathologists, diagnosticians, reading specialists, Title I professional educators, guidance counselors, psychologists, social workers, Charter School professional educators employed by the district, limited term replacement professional educators, and school nurses.

I. **Temporary Employees:** “Temporary Employees” are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.

J. **Part-Time Employees:** “Part Time Employees” are those who work less than a full work day but otherwise have an expectation of continued employment with the District. Part-Time

K. **Termination:** “Termination” is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include, for instance, voluntary retirement, voluntary resignation, nonrenewal of a contract under § 118.22, Wis. Stats., or § 118.24, Wis. Stats., or separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.
L. **Effect of Arrest or Indictment**: An arrest or indictment shall not be an automatic basis for an adverse employment action. However, if the offense giving rise to the arrest or indictment is substantially related to the circumstances of the employee’s job, and if the arrest or indictment relates to a pending criminal charge, the District may suspend the employee. Arrests or indictments for which criminal charges were dismissed shall not be the basis for adverse employment actions.

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

a. The nature and gravity of the offense or conduct;
b. The time that has passed since the offense, conduct and/or completion of the sentence;
c. The nature of the position to which the employee is assigned; and
d. For non-felonious crimes only—the relationship between the offense and the position to which the employee is assigned.

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

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

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

N. **Fair Labor Standards Act**: Certain types of workers of public employers in Wisconsin are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act (FLSA) as authorized by Wisconsin Administrative Code DWD 274.08.
GENERAL PERSONNEL POLICIES

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

EQUAL OPPORTUNITY

EMPLOYEE NONDISCRIMINATION STATEMENT

It is the policy of the District that no person may be illegally discriminated against in employment by reason of their age, race, religion, creed, color, disability, pregnancy, marital status, sex, sexual orientation, sex change, gender identity, gender expression, gender non-conformity, citizenship, national origin, ancestry, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political or religious affiliation, or any other factor prohibited by state or federal law, or according to District Policy.

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.

Employee discrimination complaint procedures are outlined in Board Policy 112 Rule 1.

STUDENT NONDISCRIMINATION STATEMENT AND COMPLAINT PROCEDURE

The School District of Beloit does not discriminate against students on the basis of sex, race, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, sex change, gender identity, gender expression, gender non-conformity, or physical, mental, emotional, or learning disability in its educational programs and activities or in its standards or rules of behavior, disciplinary measures, including suspensions or expulsions.

Student discrimination complaint procedures are outlined in Board Policy 112 Rule 2.

HARASSMENT AND BULLYING

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of harassment and bullying. The District shall not tolerate harassment based on any personal characteristic described above. 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 based on any personal characteristic described 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 any personal characteristic described above and/or

E. Requests for sexual favors used as a condition of employment or affecting any Personnel decisions such as hiring, promotion, compensation, etc.

“Bullying” includes, but is not limited to, physical intimidation or assault, extortion, oral or written threats, teasing, name-calling, put-downs, threatening looks, false rumors, false accusations, retaliation for reporting harassment or bullying, and similar activities.

All employees are responsible for ensuring that harassment and bullying do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain that harassment and bullying do not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of harassment or bullying or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures in Board policy 522.6 Rule 1. All reports regarding employee harassment or bullying shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee harassment and bullying. Actions that are determined to be harassment or bullying shall be subject to disciplinary action, up to and including dismissal.

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

See Board Policy: 411.1 and 411.1 RULE 1; 411.2 and 411.2 RULE 1; 411.3 and 411.3 RULE 1; 443.72

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, 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.

ACCIDENT/INCIDENT REPORTS

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form must be submitted to the building principal within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker’s Compensation section of this Handbook.
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 using the District’s reporting system for reporting his/her absence. Any time spent not working during an employee’s scheduled day must be accounted for in the District’s reporting system using the appropriate reasons. An employee’s presence at work is considered to be a condition of employment and the District will monitor attendance and absence patterns. Failure to report an absence or 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.

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

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

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

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

CHILD ABUSE REPORTING*
A. Any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B.

B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative Oeronsel 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.

*Denotes reporting requirement for all employees.

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

A. Electronic Communications:
1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.

2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. 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 or District administration. External electronic storage devices are subject to monitoring if used with District resources.

B. User Responsibilities: Network/internet users (students and District employees), like traditional library users or those participating in field trips, are responsible for their actions in accessing available resources and will be held accountable for violations of District policy regarding technology use.

C. Electronic Communications with Students: Employees must adhere to Staff Conduct Policies as established by the Board.

D. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system. Such records may be used in pending litigation, or pending public records requests. Every district employee should regularly check email and respond to inquiries within 24 hours if possible.

E. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and Board Policy, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property.

F. 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.

G. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis.

See Board Policy: 368 and 368 RULE 1

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.

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. 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.

See Board Policy: 347, 347 RULE 1 and 347 RULE 2; 824 and 824 RULE 1

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, 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 Executive Director of Human Resources.

See Board Policy: 771

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

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

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

See Board Policy: 112

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 or participating in any District functions, 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 (including E-Cigarettes) on District premises, in District vehicles, or 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 distribute drug-free awareness information to employees regarding the dangers of drug abuse in the workplace, the District’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations.

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 supervisor or designee 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 and Board policy. Furthermore, before working for the District, a driver must complete and turn in the “Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures.”

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. Compliance with the District’s policies and rules is mandatory and is a condition of employment.

G. Employee Assistance Program: The employee assistance program (EAP) is a voluntary work-site program to assist employees affected by behavioral, financial, medical or productivity concerns or problems. EAP helps in the prevention, identification and resolution of these problems. More information regarding the EAP program is contained in the Employee Benefits section of this Handbook. See Board Policy: 522, 522.1, 522.1 RULE 1 and 522.1 RULE 2

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.
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 Superintendent or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be processed in a manner that gives appropriate consideration to the confidentiality of these matters.

Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

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 Investigations: If an employee is found to have committed fraud or financial impropriety, the Superintendent or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, Superintendent, 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.

See Board Policy: 665

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

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 such matters. 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. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

PRE-EMPLOYMENT REQUIREMENTS
All new employees 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.

See Board Policy: 522.11 and 522.11 RULE 1; 523.1, 523.2

LICENSURE/CERTIFICATION/FITNESS
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 offices of the Human Resources Department in the Kolak Education Center. 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.
manner. All teaching contracts shall terminate if, and when, the authority to teach terminates. All employees are expected to maintain a level of physical health necessary to perform the basic functions of their positions.

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

See Board Policy: 539.1

PERSONAL APPEARANCE/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 “face” of the District.

District policy requires that all employees be 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.

See Board Policy: 522.8

PERSONAL PROPERTY
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. Employees will not be held responsible for damages to personal property caused by District contractors acting in the scope of their employment.

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 Superintendent with custody of those files. 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.
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.
See Board Policy: 526 and 526 RULE 1

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 either verbally, physically or through electronic means, 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.

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.

See Board Policy: 850 and 850 RULE 1

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

B. Employee Wellness: The District encourages healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees. The District offers an Employee Wellness Center and Clinic which is a valuable resource for nutrition and health information.

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 Superintendent. If the complaint is about a practice or activity of the Superintendent, 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.

See Board Policy: 665

INTELLECTUAL PROPERTY
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.

See Board Policies 740.1 and 771

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 immediate supervisor.

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 Superintendent or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.
   1. “Injury” means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
   2. “Performance of duties” means duties performed within the employee’s authorized scope of employment and performed in the line of duty.

C. Notification of Safety and Health Standards: Section 101.055 of the Wisconsin statutes requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.
   1. 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 rules contained in this Handbook to address the workplace safety issues. 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.

D. 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.
E. **Violence in the Workplace:**

1. **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.

2. **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 disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

*See Board Policy: 700 Series*

**MANAGEMENT RIGHTS**

**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.

GRIEVANCE PROCEDURE

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

A. Grievance: A "grievance" is defined as any complaint that arises concerning discipline, termination or workplace safety.

B. Grievant: A "grievant" may be any employee or group of employees.

C. Day: The term "days" as used in this Section shall mean regularly scheduled workdays in the District office, unless otherwise indicated.

D. “Discipline” is defined in the “Definitions” section of the Handbook.

E. Termination: “Termination” is defined in the “Definitions” Section of the Handbook.

F. Workplace Safety: “Workplace safety” is defined in the “Definitions” Section of the Handbook.

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.

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 complaint may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting with immediate supervisor and/or building Principal shall occur within ten working days (10) upon notification to the immediate supervisor or building Principal. The immediate supervisor or building Principal will give an answer to the complaint. The complainant shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor or Principal shall notify the complainant and (if applicable and appropriate) the representative of his/her answer within ten (10) working days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the complainant(s) may file a written grievance. All complaints leading to a grievance must be filed within 30 days of the act or omission giving rise to the complaint.

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) working 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 that triggered the discipline, workplace safety or termination issue, and the relief sought. The grievance shall be signed and dated by the grievant. The immediate supervisor shall respond to the grievance in writing within ten (10) working days. However, if there is an ongoing investigation related to the subject matter of the grievance, the
immediate supervisor shall have until ten working 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 Superintendent or designee.

If the grievant’s immediate supervisor is the Superintendent, 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 Superintendent:** If the grievance is not resolved at Step Two, the grievant may appeal the written grievance to the Superintendent or designee within ten (10) working days after the response at Step Two or if no response is provided within ten (10) working days of the deadline for the response. The Superintendent or designee shall meet with the grievant(s) and/or the employee’s designated representative and the principal or immediate supervisor within ten (10) working days after receiving the written grievance. The Superintendent or designee shall respond to the written grievance within ten (10) working days of the meeting or at a later date as determined by the Superintendent or designee if further investigation is warranted. The Superintendent or designee 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 Superintendent or designee, within ten (10) working days after receipt of the Superintendent or designee's answer or if no response is provided within ten (10) working days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer. The hearing officer will be selected from the Wisconsin Employment Relations Commission Impartial Hearing Officer Services list and approved by the School Board.

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

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

**Step Five – Appeal to School Board:** If the grievance is not resolved at the prior step, the grievance may be appealed to the School Board within ten (10) working days after the decision at the prior step. Either the administration or the grievant may appeal an impartial hearing officer’s decision to the Board. The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing.

The Board shall render a written decision that affirms, reverses, or modifies the decision of the hearing officer (or, if applicable, of the Superintendent or designee). Such decision shall be rendered in a timely manner and shall be sent to the administration, the grievant, and (if applicable) the grievant’s representative. The Board’s decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin’s Open Meetings Law.
Grievances Filed by the Superintendent (Superintendent)
In the event a grievance is filed by the Superintendent, it shall be initially filed with the Board President and Board Clerk according to the deadlines established within Step 1 of this grievance procedure, above, and the Board shall have the role and responsibilities of the Superintendent in Step 2 and elsewhere in the process. All other notices provided by the Superintendent acting as a grievant shall similarly be filed with the Board President and Board Clerk.

REPRESENTATION
Any grievant may be represented at all stages of the grievance procedure by up to two (2) representative(s) of his/her own choosing. Any increase in the number of representatives must be mutually agreed to between the employee and the District.

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

PAY PERIODS

ANNUALIZED PAYROLL CYCLE
A. School Year Employees:
   1. Annualized Payroll: All non-contract school year employees 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: The payroll cycle shall be the first pay period of September through the last pay period of August (bi-weekly pay schedule).
B. 52 Week Employees: All employees scheduled to work the calendar year will be placed on a twelve (12) month bi-weekly pay schedule.
C. Deductions: Employees who exceed their allotment of paid time off will be deducted for such time on their next paycheck. Additionally, employees suspended without pay for disciplinary reasons will also be deducted for such time on their next paycheck.
D. Work Beyond Normal Hours: With the exception of those receiving addendums, effective July 1, 2014, work performed by an employee beyond the employee’s normal work hours will be paid at the curriculum rate as determined by the District. This provision also applies to Professional Educators attending IEP meetings which extend more than 30 minutes beyond their normal work day.

PAYROLL DATES
Payroll will be processed bi-weekly (every two weeks). Paydays will be Fridays unless a Friday falls on a holiday.

DIRECT DEPOSIT
The School District of Beloit mandates that all payroll checks are direct deposit. Current bank routing and account numbers must be provided to the Payroll Department. Any changes to direct deposit account numbers must be reported as soon as possible. Failure to notify the Payroll Department of these account number changes or closings may result in delay of the employee’s pay. Employees may access detailed payroll information for current and past payrolls in Employee Access. Each employee
shall have access to electronic records indicating the number of paid time off and vacation hours remaining.

DEFINITIONS
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 12:01 a.m. Sunday until 11:59 p.m. the following Saturday.
C. **Pay Period**: Pay periods are bi-weekly (every two weeks).

**SALARY DEFERRALS - TAX SHELTERED ANNUITIES (TSA)**
The Beloit School District offers comprehensive and competitive employee benefit programs for full-time and eligible part-time employees. These benefits include the ability to participate in tax-sheltered annuities. Employees of the District are participants in the Wisconsin Retirement System. The District maintains a voluntary retirement savings plan that shall consist of both a 403(b) and 457 Deferred Compensation Plan.

A. **403(b) Plan**: The District provides two vendors within the plan for employees to choose from. Both vendors provide a pre-tax and after tax Roth option to their plans. Forms and information can be found at [http://tsacg.com/individual/plan-sponsor/wisconsin/school-district-of-beloit/](http://tsacg.com/individual/plan-sponsor/wisconsin/school-district-of-beloit/)

Vendors:
- Security Benefit - Administered by Retirement Plan Advisors
  3618 Ridge Drive Janesville, WI 53548, (608) 531-0190
  ddodd@retirementplanadvisors.com
- WEA Trust Member Benefits
  45 Nob Hill Road, Madison, WI 53713, (800) 279-4030

B. **457 Deferred Compensation Plan**: The District offers two vendors for the plan. The 457 plan is very similar to the 403(b) with deferral limits and plan level rules. Employees can contribute to both a 403(b) and a 457 at the same time. The 457 plan does not have an age requirement with withdraw funds from the account. Participants simply need to separate service from the District to withdraw funds from their accounts.

Vendors:
- Security Benefit - Administered by Retirement Plan Advisors
  3618 Ridge Drive Janesville, WI 53548, (608) 531-0190,
  ddodd@retirementplanadvisors.com
- Wisconsin Deferred Compensation Program,
  5325 Wall Street, Suite 2755
  Madison, WI 53718, 877-457-WDCP (9327)

**WORKER’S COMPENSATION**
All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the Human Resources 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.
available in each building Principal’s Office or from the Department of Human Resources. The form may also be obtained from building secretaries.

**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 and including the sixtieth (60th) calendar day of Worker’s Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This income will be generated by combining worker’s compensation insurance with prorated accumulated paid leave as necessary through a deduction of one-third (1/3) of a day of paid leave for each work day the employee is absent from work while on worker’s compensation. This provision will apply up until the sixtieth (60th) consecutive calendar day of the leave or as long as the employee has accumulated paid 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.

**INJURIES NOT COVERED**

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

**LEAVES/ABSENCES**

**EMERGENCY ABSENCE**

The Supervisor is authorized to grant absences for unforeseen emergency or unavoidable circumstances affecting an employee. An employee must provide the nature of the emergency when requesting leave. If the employee has used their allotment of paid leave days, unpaid leave may be approved by the Executive Director of Human Resources.

**HOLIDAYS & BREAKS**

Each year the Beloit School District calendar will be developed by administration with input from employees. The school calendar will provide dates school is in session or closed for holidays and breaks.

**JURY DUTY**

Employees summoned for jury duty will be granted leave at full pay. There shall not be a deduction from paid leave accounts for time spent serving on jury duty. Employees should request jury duty leave from their supervisor when summoned and enter their absence in either Substitute or Skyward using the Jury Duty reason code. No paid leave will be provided for jury duty that occurs outside of the employee’s regular work hours. 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.

The net amount earned from Jury Duty should be made known to the Business Services Department, usually by a simply photocopy of the check. The employee’s wages will then be deducted by the amount of the check, less mileage.
Employees are advised that should they not be selected for a particular jury and are dismissed from participation by the court, they are expected to make every effort to report back to work the same day.

**ELECTED OFFICE LEAVE**
When serving in a public office interferes with regular employment responsibilities with the District, a leave of absence may be granted by the Superintendent or designee to employees on an individual basis. Employees granted such leave shall have the right to retain medical, prescription drug and dental insurance coverage at their own expense.

**MILITARY LEAVE (USERRA)**
Pursuant to federal and state law, the District will provide eligible employees with leaves of absence with or without pay for purposes of federal service in the uniformed services or active state service. Eligible employees should notify the District of the need for a leave of absence as far in advance as possible and should notify the District of the commencement date of the military leave and its expected duration. Eligible employees should also provide the District with a copy of any relevant military orders.

An employee on leave shall notify the District of his/her intent to return to work in a timely manner following his/her period of military service. Failure to notify the District of his/her intent to return within a reasonable period may subject the employee to disciplinary action up to and including termination for unexcused absence.

An employee’s reemployment rights and benefits after completion of federal service in the uniformed services or active state service shall be governed by any applicable federal and/or state laws. At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has a right to return to the same position he or she held prior to the leave or to an equivalent position, status and pay that the employee is qualified to perform. Employees have the option of remitting their military pay to the District and receiving full pay, or retaining the military pay and receiving no salary from the District.

**LEAVE OF ABSENCE WITHOUT PAY**
It is the District’s position that unpaid leave should be a very rare occurrence. Unpaid leave is discouraged because it is important for employees to be present and consistently working with students so no disruption in programming occurs. Requests for leaves of absence without pay for one (one) week or more in duration must be submitted to the Executive Director of Human Resources a minimum of three weeks in advance of the leave. Requests for leave of absence without pay shall only be considered for approval if all paid leave is exhausted prior to requesting leave without pay. An employee will forfeit the equivalent amount of his/her salary for each day in unpaid leave status. The fee will not be charged if the employee provides medical certification of a serious health condition as defined by FMLA prior to requesting unpaid leave.

**FAMILY AND MEDICAL LEAVE POLICY**
It is the policy of Beloit School District to grant up to twelve (12) weeks of family and medical leave during any calendar year period to eligible employees, in accordance with the requirements of the Wisconsin and Federal Family and Medical Leave Acts (FMLA). In addition we will grant up to twenty-six (26) weeks of leave during a single twelve (12)-month period in compliance with the expansion of FMLA under the Support for Injured Service members Act of 2007. This leave may be paid, unpaid or a combination of paid and unpaid, depending on the reason for leave and benefits for which the employee may be eligible.
Eligibility: To be eligible for leave under this policy, an employee must have been employed by the District for at least twelve (12) months. In addition, in the twelve (12) months immediately preceding the commencement of the leave, the employee must have been in a paid status for 1,000 hours to qualify under Wisconsin law; and Worked 1,250 hours to qualify under federal law.

AMOUNT OF LEAVE AVAILABLE
Under the federal FMLA, an eligible employee is generally entitled to a total of up to twelve (12) weeks of protected leave within a calendar year for any combination of reasons. Under the Wisconsin FMLA, an eligible employee is entitled to up to six (6) weeks of protected leave for the birth or adoption of a child, up to two (2) weeks of protected leave for the serious health condition of the eligible employee’s child, spouse, domestic partner, or parent, and up to two (2) weeks of protected leave for the eligible employee’s own serious health condition. Designation of leave will be discussed on a case-by-case basis.

TYPES OF COVERED LEAVE
A. Birth or Placement for Adoption or Foster Care:
Family leave will be available to eligible employees for the birth of a child or for placement of a child with the employee for purposes of adoption or foster care. Leave under the federal FMLA must be completed within twelve (12) months of the birth or placement. Leave under the Wisconsin FMLA must be completed within sixteen (16) weeks of the birth or placement.

B. Serious Health Condition of Employee:
An eligible employee who experiences a serious health condition as defined by the Wisconsin and/or federal law may take medical leave under this policy. An employee may be paid for all or part of a medical leave to the extent he or she is eligible for benefits. Under Wisconsin FMLA the employee may choose to substitute paid leave or take the absence unpaid. When the leave falls under federal only, the District may require the employee to substitute any accrued paid leave.

C. Serious Health Condition of Immediate Family Member:
An eligible employee may take family leave under this policy in order to care for a son, daughter, spouse or parent with a serious health condition (see above section for definition). (The Wisconsin FMLA also covers the serious health condition of an employee’s domestic partner or parent-in-law.) Similar to leave for the employee’s own serious health condition, this leave may be taken all at once or, when medically necessary, in smaller increments. It will be necessary for the family member’s treating health-care provider to document the need for leave through the medical certification process.

D. Qualifying Exigency for Military Family Leave:
An eligible employee may take family leave under this policy while the employee’s spouse, son, daughter, or parent (the “covered military member”) is on active duty or call to active duty status for any qualifying exigency under federal law. This leave may be taken all at once or in smaller increments. It will be necessary to submit a complete and sufficient certification for FMLA leave due to a qualifying exigency.

E. Leave to Care for a Covered Service member with a Serious Injury or Illness:
An eligible employee may take up to an additional fourteen (14) weeks (not to exceed twenty-six (26) weeks total) of family leave in a single twelve (12)-month period under this policy to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. This entitlement will be applied on a per-covered-service member, per-injury basis. The covered service member must be the eligible employee’s spouse, son, daughter, parent, or next of kin. It will be necessary for the covered service members treating health-care provider, to document the need for leave through the medical certification process.
NOTIFYING THE DISTRICT OF THE NEED FOR FAMILY OR MEDICAL LEAVE

Generally, a Leave of Absence Request Form must be completed for all leave taken under this policy. When the need for leave is foreseeable, the employee is expected to provide notice to the employer at least thirty (30) days in advance, if possible. When this is not possible, notice should be provided to the employer as soon as the employee learns of the need for leave. In cases of emergency, verbal notice should be given as soon as possible (by the employee’s representative if the employee is incapacitated), and the Absence Request Form should be completed as soon as practicable. Failure to provide adequate notice if the leave was foreseeable may result in a delay of the leave. Leave of Absence Request Forms can be obtained from the Human Resources Office.

MEDICAL CERTIFICATION OF A SERIOUS HEALTH CONDITION

The Medical Certification Form can be obtained from the FMLA Third Party Administrator (COMPSYCH), and should generally be returned within fifteen (15) calendar days. Failure to provide this certification may result in delay or denial of the leave.

USE OF PAID AND UNPAID LEAVE

Both state and federal FMLA mandate that an employer provide unpaid FMLA leave to eligible employees. However, an employee or employer may elect to substitute a paid benefit for which the employee is eligible in order for the employee to receive pay during the leave. The District will require that benefits such as paid leave, be used before the employee may take unpaid time. An employee’s accrued leave balance will be used first before existing paid time off days are applied for FMLA related absences.

COMBINED LEAVE

If a husband and wife both work for the District, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, the maximum combined federal FMLA leave for both spouses for these purposes is twelve (12) weeks. Under the Wisconsin FMLA, each employee is entitled to up to six (6) weeks of leave for the birth or adoption of a child. There is no obligation to combine leaves. However, because, in the majority of circumstances, the leave will run concurrently, when a husband and wife both work for the District and intend to take leave for the birth or adoption of a child, they should contact the Third Party Administrator (COMPSYCH) to determine the amount of leave available. (Maximum of 12 weeks under any circumstances)

INTERMITTENT OR REDUCED SCHEDULE LEAVE

Intermittent and/or reduced schedule leave will be permitted generally when it is medically necessary for the serious health condition of the employee or the employee’s immediate family members. In some cases, intermittent and/or reduced schedule leave will be permitted for the birth or placement for adoption.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee’s job. To the extent an employee has control, medical appointments and treatments related to a serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work. Employees who wish to take intermittent and/or reduced schedule leave should provide a proposed schedule to the Third Party Administrator (insert COMPSYCH) to determine whether they are eligible for such leave. The District may, in some cases, transfer an employee to an alternative position, with equivalent pay and benefits, in order to better accommodate the need for intermittent or reduced schedule leave.

BENEFIT CONTINUATION DURING LEAVE

Employees may elect to continue group health and dental insurance while on leave but must continue to pay their portion of the premium. Other benefits, such as supplemental life insurance, will also be continued during the leave, so long as the employee continues to pay any required contribution. Payment arrangements will be discussed with individuals upon their request for leave.

RETURN FROM LEAVE

A fitness-for-duty statement will be required in order for an employee to return from a medical leave. Failure to provide the statement will result in a delay in the return to work. An employee who wishes to return to work earlier than originally anticipated must provide at least two (2) days’ notice of such request.
RIGHTS UPON RETURN FROM LEAVE
An employee who takes leave under this policy will be reinstated to the same job or an equivalent position upon completion of the leave. If an individual has exhausted all leave under this policy and is still unable to return to work, the situation will be reviewed on a case-by-case basis to determine what rights and protections might exist under other District policies.

The law provides that an employee has no greater rights upon a return from leave than the individual would have had if he or she had continued to work. Therefore, an employee may be affected by a layoff or other job change if the action would have occurred had the employee remained actively at work. In such cases, the official date of the layoff or other action will be the date on which the employee would otherwise have returned to work following the leave.

PAID LEAVE SPECIFICS

PAID LEAVE
At the beginning of each fiscal/school year, the District allocates a competitive allowance of ten (10) paid leave days to eligible employees. Full and certain part-time employees on a regular basis are eligible to accrue and utilize paid leave. This paid leave provides reasonable protection from loss of income due to illness or in circumstances requiring personal absence.

Paid leave will consist of personal business leave and sick leave. Personal business leave may only be used for personal business requiring the employee’s absence from work. Such days will be limited to two (2) days per year. Sick leave will be limited to eight (8) days per year and may only be used to address personal illness or the illness of an immediate family member within the guidelines set forth in this Handbook. For all employees, paid leave time will be deducted from the employee’s earned balance in half day increments. If an employee fails to complete the full year for reasons other than illness, such leave may be pro-rated based upon the percentage of contract days completed and pay for any excess days will be deducted from the final check. Part-time employees will receive paid leave on a pro-rated basis based upon the number of hours they are scheduled to work.

PAID LEAVE REPORTING
Other than cases of sudden illness, employees must enter their request for paid leave in Aesop or Skyward, whichever system the employee is assigned to use, to request and obtain supervisor approval at least two (2) work days prior to taking paid leave. Employees may only use up to a maximum of sixty (60) paid leave days per year for FMLA related reasons including personal or family illness, or illness within the immediate family under the FMLA rules as defined in this Handbook. Accrued leave cannot be donated under the paid leave donation rules below, or for qualifying bereavement purposes.

PAID LEAVE DONATION
Employees may voluntarily donate from .5 to two (2) days of unused personal business leave credited or earned in the current year to another employee in the same representative job group suffering from an unexpected catastrophic illness or injury after the employee in need has exhausted their paid leave reserve. Donated leave will be deposited annually in a Catastrophic Illness or Injury (CII) leave bank established by the Human Resources Department for each representative job group. Such donated leave may also be used for the care of an employee’s spouse or child who experiences an unexpected catastrophic illness or injury. Employees may use up to 10 days of donated leave per year. Only those employees who donate leave may take part in this benefit. There will be an annual open enrollment period for the purposes of paid leave donation from October 1 through the October 30th. Electronically fillable forms for donating and requesting leave from the CII leave bank are available on the Human Resources Department web page.

ACCUMULATION AND VALUATION OF PAID LEAVE
Employees may accumulate a total of 120 days of paid leave. Retiring employees will receive a cash payout for up to 60 days of paid leave, accrued in excess of 60 days, at the time of his/her retirement at a value to be determined by the district. Unused sick or personal business leave will be transferred into an employee’s accrued leave balance at the end of each contract year.

**PAID LEAVE USE BEFORE HOLIDAYS OR DISTRICT – SPONSORED ACTIVITIES**

The use of paid leave for a school day immediately before or after vacation or holiday periods may be limited by the Superintendent or designee if more than one request is received. Paid leave days for absences other than sudden illness may be granted during a parent-teacher conference day, PLC day, District event days or an in-service day at the sole discretion of the Superintendent or designee. Paid leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the Superintendent or designee. No more than ten paid leave days per representative job group will be approved by the District under these circumstances for cases other than bona-fide illness. A request in writing for paid leave to address personal business under these circumstances shall be made to an Administrator or designee as far in advance as possible; normally not less than five (5) days. Additional paid leave days may be approved for use by the Superintendent or designee on a case-by-case basis. Requests to use paid leave for personal business reasons in excess of two consecutive days will not be granted.

Employees absent due to illness on these days must have a note from their physician or health care provider justifying their absence from work. Paid 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.

**PAID LEAVE AND LONG-TERM OR SHORT-TERM DISABILITY**

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

**SICK LEAVE REPORTING**

If at all possible, each employee shall be required to inform his/her supervisor prior to his/her normal daily starting time of his/her need to be absent. In cases of suspected abuse or in absences exceeding three days, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner which should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon an employee’s performance of job duties.

**OVERUSED LEAVE**

An employee’s presence at work is considered to be a condition of employment with the District. The Board of Education takes the issue of leave abuse very seriously and nothing in this section shall be interpreted as limiting the District’s ability to discipline or discharge an employee for excessive absenteeism.

**HOLIDAYS DURING PAID LEAVE**

In the event that a paid holiday falls within a period when an employee is on accumulated paid leave, it shall be charged as a paid holiday and not deducted from the employee’s earned paid leave. All employee leave history and balances are available on the Skyport web page.

**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 Superintendent or designee 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 Superintendent or designee 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 layoff or reduction in force, whichever is applicable.

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.

CHILD REARING LEAVE

A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the Executive Director of Human Resources Superintendent at least 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 employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the Superintendent or designee 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 employee and the Board.

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

D. **Return from the Unpaid Child Rearing Leave:** The employee shall notify the Superintendent or 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 layoff and/or reduction in force, 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.

**BEREAVEMENT LEAVE**

A. **Bereavement Leave:** In the event of death in an employee’s immediate family, the employee shall be allowed up to three (3) days paid leave from work to attend to family matters. Immediate family includes the spouse, parents, children, sibling, grandchildren, grandparent, step-relatives and in-laws of the same relationship to the employee as noted above.

B. **Bereavement Leave for Death of Individual Not Within Immediate Family:** Employees shall be granted one (1) day of paid leave from work to attend to matters involving the death of aunts, uncles, nieces, nephews, and first cousins.

C. **Additional Bereavement Leave:** In extenuating circumstances, additional bereavement leave may be granted by the District Administrator and his/her designee. Such leave will be charged to the employee’s existing personal, sick, or accrued leave accounts, in that order. If no balance remains at the time of the employee’s request for additional bereavement Leave, such leave if granted, will be unpaid.

**CAREER EXPLORATION AND SABBATICAL LEAVE**

A. **Application Procedures:** All requests for career exploration or sabbatical leave must be submitted to the District at least one semester prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the Superintendent or designee and shall be granted or denied in his/her sole discretion. The career exploration or sabbatical leave 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. Career exploration leave shall be an unpaid leave. During this period, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
   4. Sabbatical leaves may be granted by the District for teachers for assistance in professional growth. Applications for such leave must be made at least one (1) complete semester prior to the start of the leave. To qualify, teachers shall have served at least seven (7) years in the district. Approval of sabbatical leaves shall be in the sole discretion of the Board upon recommendation of the Superintendent or designee. While on Sabbatical leave, teachers shall receive ¾ of their annual salary. Upon completion of the leave, the teacher will be obligated to return to employment with the District for two (2) years and will be placed in the same or similar position in accordance with their training and experience. The teacher may accept employment elsewhere while on leave, however, they will be required to reimburse the Board for the full amount of District-paid compensation received while on sabbatical leave plus 1% interest. If the Board must hire an attorney to obtain recovery of the compensation, the Board may also recover its attorney’s fees and costs.

C. Placement upon Return from Leave: The employee shall notify the Superintendent or 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 layoff or reduction in force, whichever is applicable.

EMPLOYEE BENEFITS

The Beloit School District offers comprehensive and competitive employee benefit programs for full-time and eligible part-time employees. These benefits include medical, dental, life, and long-term disability insurance, flexible-spending accounts, and availability to participate in tax-sheltered annuities. Employees of the District are participants in the Wisconsin Retirement System. In addition, the District offers eligible employees paid leave and vacation pay.

FLEXIBLE SPENDING ACCOUNT

In accordance with the Internal Revenue Service (IRS) rules and regulations, the Beloit School District offers both a Dependent Care Spending Plan and a Health Care Spending Plan, referred to as flexible spending accounts. Eligible employees may participate in these plans by designating pre-tax dollars to be taken via payroll deduction. These pre-tax dollars are deposited in an “account” and can be drawn upon to pay for eligible dependent care expenses and/or eligible unreimbursed health care expenses. The District will receive unused funds to cover the expenses incurred in offering the Plan. Certain limits and legal requirements pertaining to flexible spending accounts apply.

Eligible employees may enroll with coverage becoming effective on the hire date. In order to enroll in flexible spending, eligible employees must complete enrollment forms within thirty (30) calendar days from the date of
In addition, it is necessary that employees re-enroll during each annual open enrollment period to maintain continued participation. Details and plan summaries may be obtained from the Department of Human Resources. Cash Option is governed by the Internal Revenue Code (IRC) Section 125. 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, Diversified Benefits.

**DENTAL INSURANCE**
The District offers comprehensive dental insurance to eligible employees effective on the hire date. In order to obtain coverage, eligible employees must complete enrollment forms within thirty (30) calendar days from the date of hire. The plan provides coverage for diagnostic and preventive, restorative and orthodontic services. Additional information may be obtained from the Department of Human Resources.

**HEALTH INSURANCE**
The Board shall provide health insurance to eligible employees. The District offers comprehensive medical insurance to eligible employees effective on the hire date. In order to obtain coverage, eligible employees must complete enrollment forms within thirty (30) calendar days from the date of hire. The District makes a substantial contribution toward the cost of each eligible employee’s medical coverage. Medical plan summaries on insurance plans offered to employees may be obtained from the Department of Human Resources or through the employee access account in Skyward. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board. The District may, in its sole discretion, make changes to health insurance, including but not limited to, health benefits eligibility standards, coverages, and contribution levels in order to comply with the Patient Protection and Affordable Care Act (ACA) and applicable federal and state agency rules and regulations regarding the implementation of the ACA. This includes compliance with applicable Internal Revenue Service (IRS) regulatory provisions impacting the tax liability of the District and/or benefit recipients. An employee whose individual letter of assignment indicates at least 50% of a full-time equivalency, but less than a full-time (100%) assignment, will have the District’s contribution prorated consistent with the employee’s percentage of employment.

**EMPLOYEE ASSISTANCE PROGRAM (EAP)**
Employees of the Beloit School District are encouraged to utilize the E.A.P. for a wide range of personal or job related issues. The District has contracted with SupportLinc Healthcare Inc., in providing a larger network of therapists to increase access to financial, legal and other life issue guidance. SupportLinc will offer employees and their household members support for dealing with these stressors including 24/7 telephone access to licensed therapists, with referrals to a regional network of therapists for in-person counseling (up to 6 sessions per issue). SupportLinc will also provide financial planning and consultation services, telephonic or in-person legal consultations (excluding employment law issues), and consultation and referrals for daily living issues such as dependent care, elder care, auto care, etc. All of the support will be provided at no cost to employees. This program is designed to promote the well-being of employees and their immediate family members and can provide assistance with multiple concerns including:

- Family and relationship problems
- Child and Elder Care Resource Locations
- Anxiety/Depression/Stress/Post-Traumatic Stress Disorder/Obsessive-Compulsive Behavior
- Legal/financial/vocational concerns
- Physical illness from stress
- Alcohol and other drug problems
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 by contacting the Executive Director of Business Services.

LIFE INSURANCE
The District offers a comprehensive life insurance program to eligible employees. In order to obtain coverage, eligible employees must complete enrollment forms within thirty (30) calendar days from the date of hire. Basic coverage is provided by the District at no charge to the eligible employee. Details and plan summaries may be obtained from the Department of Human Resources or through the employee access account in Skyward.

LONG-TERM DISABILITY INSURANCE
The District offers long-term disability (LTD) coverage to eligible employees which becomes effective on their hire date. Benefits are provided for medically validated illness or injury following a sixty (60) calendar day elimination period. The monthly LTD benefit pays seventy (70) percent of the employee’s regular monthly salary, less Social Security and other offsets. Long-term disability is provided by the District at no charge to the employee. Details and plan summaries may be obtained from the Department of Human Resources or through the employee access account in Skyward.

SHORT TERM DISABILITY INSURANCE
Short-term disability is available to all employees. The premiums for short-term disability are the responsibility of the employee and shall be deducted from the employee’s pay. Application must be completed and approved by disability carrier before coverage begins. Benefits are payable based on the employee’s medical condition and begin after the third day of absence. Details and plan summaries may be obtained from the Department of Human Resources or through the employee access account in Skyward. Employees may use accumulated paid leave days from the date of their absence to the start of short term disability benefit payments (3 days).

WISCONSIN RETIREMENT AND VOLUNTARY RETIREMENT SAVINGS PLANS
Eligibility for the Wisconsin Retirement System (WRS) is defined by State Statute and is mandatory for employees who meet the eligibility requirements for coverage under the WRS. The Board shall contribute the employer’s share. The employee shall pay the employee’s required WRS contribution as required by state statute. Under no circumstances shall the Board pay the employee’s required WRS contribution. Detailed information on eligibility, vesting, and pension options is available on the Wisconsin Retirement System website at http://etf.wi.gov.

COBRA
The Beloit School District complies with the federal law, Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99 272, and later amendments, otherwise known as COBRA. Covered employees and their dependents who lose insurance coverage for any of the following reasons are eligible to continue their coverage through COBRA: termination of all covered employee’s employment, reduction in the covered employee’s working hours, divorce or legal separation, death of the employee, eligibility for Medicare or loss of dependent child status under the insurance plan. All administrative rules and processes as well as changes in plan benefits and premiums apply to those on continuation coverage.

In the event of divorce or legal separation, or the loss of dependent child status under the plan, a covered employee or dependent must notify Human Resources within 60 days to maintain the right to continue coverage. At that time, Human Resources will provide enrollment materials to the employee or covered dependent within 14 days of that notification.
The covered employee or dependent has 60 days to elect continuation of coverage from either the date that coverage would ordinarily have ended under the plan by reason of a qualifying event or the date of notification, whichever comes later. Election of continuation is established by completing and returning enrollment materials to the Office of Human Resources.

COBRA premiums will be billed by the applicable insurance provider, and the first premium will be due within 45 days of the date of election. Subsequent premiums must be received within the terms set forth by the provider. Failure to make timely payments will result in termination of coverage without notice.

COBRA continuation coverage will end for any of the following reasons: Beloit School District discontinues its insurance plan, the premium payment is not made in a timely fashion and the person who elected continuation of coverage becomes covered under another insurance plan or Medicare. Continuation coverage will end after 18 months if the qualifying event was termination or reduction in hours, unless the qualified beneficiary is disabled at the time of termination or reduction in hours, in which case coverage may extend to 29 months. Continuation coverage will otherwise end after 36 months.
Professional Educators with Contracts under 118.21 Wis. Stats.

School District of Beloit we are tomorrow
PROBATIONARY RULES

All teachers who begin employment with the district on or after August 25, 2013, who possess one of the following licenses: a professional educator license under Wis. Admin. Code PI 34.18; a master educator license under Wis. Admin. Code PI 34.19; a life license under Wis. Admin. Code PI 34.20; or were hired as an initial educator license under Wis. Admin. Code PI 34.17, shall serve a three (3) year probationary period from the employee’s initial date of hire. Initial date of hire is defined as the employee’s most recent date of hire with no break in service.

STANDARD FOR NONRENEWAL FOR TEACHERS

A. **Probationary Employee**: A probationary teacher may be non-renewed during their probationary period for any reason, and such nonrenewal will not be subject to the grievance provisions of this Handbook. Such nonrenewals shall be exclusively subject to the provisions of section 118.22, Wis. Stats.

B. **Non-Probationary Employee**: After completing the probationary period, the following procedure for nonrenewal shall apply:
   1. A non-probationary teacher who has not been placed on a plan of assistance under the District’s evaluation procedures for two (2) consecutive semesters may only be non-renewed for cause.
   2. A non-probationary teacher who has been placed on a plan of assistance under the District’s evaluation procedures for two (2) or more consecutive semesters may be non-renewed for reasons that are not arbitrary or capricious.

STANDARD FOR DISCIPLINE AND TERMINATION

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

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

B. **Reasonableness of the penalty**: The particular discipline or termination imposed by the District must not be unreasonable. Whenever appropriate, the District will endeavor to follow the concepts of progressive discipline when taking disciplinary action.

REPRESENTATION

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

DISCIPLINARY MATERIALS

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

TERMINATION OF EMPLOYMENT

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

A. If the employee is discharged pursuant to substantiated misconduct.

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

D. If the employee retires.

**HOURS/WORKDAY**

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Administrative Code DWD 274.08.

Although the work of professional employees is not limited to any specified number of hours or days per week, the “normal” hours of work for full-time employees in positions authorized as “40 hours per week” are considered to be eight (8) consecutive hours per day Monday through Friday. The professional duties of each teacher shall include, but not be limited to, attendance at IEP meetings, PLC meetings, staff and/or committee meetings as scheduled by the District and not to exceed ten (10) hours per month outside the normal work day. Such time spent during contracted work hours will not be counted toward this 10 hour monthly limit. Teachers with time restrictions due to previously scheduled commitments must notify the appropriate Principal or designee as soon as possible prior to District-scheduled meetings. Principals, in turn, shall schedule activities that fall within the 10 hour monthly limit as far in advance as possible. The actual workday for each building shall be established by the Superintendent or designee.

Teachers shall have preparation time as part of their normal work day. Elementary School teachers, Middle School teachers and High School teachers shall have an average of 40 minutes of preparation time daily. All teachers shall have a thirty minute duty free lunch period. If a teacher accepts a voluntary assignment during his/her duty free lunch period, he/she will be compensated at a rate to be determined by the District.

Teachers who participate in IEP team meetings that extend beyond the normal work day and are beyond the 10 hour monthly limit noted above, shall be paid for their participation at the curriculum rate as determined by the District.

**ATTENDANCE AT SCHOOL EVENTS**

Teachers are required to attend all mandatory administratively-required school events including parent-teacher conferences, back to school nights, and other events as designated by the appropriate Supervisor or designee.

**COMMUNICATION WITH PARENTS/GUARDIANS**

Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and for the excellence of our schools. Such consultation may be in the form of email and phone contacts, home visitations, progress reports, in-person appointments, etc., in addition to the scheduled parent/teacher conferences. Such communication will also include timely and accurate input of assessment information to include grades, disciplinary and attendance information into the Skyward system as directed by the Building Administrator or designee.

**EMERGENCY SCHOOL CLOSURES**

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

**SCHOOL CALENDAR**

The formulation of the school calendar shall be made by a district committee of professional educators, administrators, and others as may be appointed by the Superintendent or designee. Annual school calendars are available on the district website.
PROFESSIONAL GROWTH

REQUIREMENT TO REMAIN CURRENT
All teachers shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, including but not limited to changes in job requirements which may evolve over time. The teacher shall keep current on Board established curriculum, as well as continuing study of best pedagogical practices. Teachers will also maintain the highest standards of excellence for students and school through effective collaboration and sharing of best practices/experiences with colleagues.

TEACHER SUPERVISION AND EVALUATION
The Board and teachers view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members. The terms and conditions of teacher evaluation practices used by the District are included in the Evaluation Handbook.

EVALUATORS
Every teacher in the District will be supervised and evaluated in accordance with the procedures noted in the Evaluation Handbook. The administrator may be a certified building principal, assistant principal, superintendent, assistant superintendent, or designees.

EVALUATION PROCESS – CONDITIONS FOR TEACHERS
A. Plan of Assistance: A Plan of Assistance I (POA) involves the supervision and evaluation procedures as applied to continuing teachers whose performance has not met expectations based upon the most recent performance evaluation. PIPs are designed to improve the overall performance of a veteran teacher whose overall performance has not met expectations. Continuing teachers whose overall performance has not met expectations may, at the discretion of the District, receive a POA or may be non-renewed pursuant to § 118.22, Wis. Stats. If in the District’s PIP support is offered, the process shall be as follows:
   1. Goal of POA: The goal of the POA is for the teacher to meet expectations. It will be collaboratively designed to meet the specific needs of the teacher and the performance expectations of the District.

B. Content of the POA: It may include a description of the teacher’s deficiencies, a description of appropriate performance, a goal-setting plan to help the teacher develop required skills, a schedule of supervisory activities including at least one evaluation, and a target date by which time the teacher will perform satisfactorily. The plan is not limited to, but might include, the following interventions: any means of staff development defined in the District staff development plan, observations and/or support by experts outside the District, and/or peer coaching or mentoring.

C. Professional Development of New-to-the-System Teachers:
   1. Professional Development: New-to-the-system teachers may be required to fulfill all applicable duties as determined by the District which may include but are not limited to, attendance at new teacher orientation, mentor-mentee meetings, work in buildings, and professional development sessions.
   2. Goal Setting: New-to-the-system teachers will complete a goal setting plan each year. New-to-the-system teachers who are initial educators covered under Wisconsin Code PI 34 are subject to the provisions set forth in Section E below.

D. New-to-the-System Teachers Professional Development Plan: The individual teacher who holds an Initial Educator License is responsible for developing a Professional Development Plan (PDP). The PDP must demonstrate increased proficiency and professional development based on the Wisconsin Educator
Standards. The New-to-the-System Teacher is also responsible for initiating an annual review of the PDP by his/her Review Team.

1. Mentor for New-to-the-System Educator and a teacher new to the District (who holds a current Wisconsin teaching license)
   a. A New-to-the-System Teacher will be provided a qualified mentor by the District. Any continuing teacher interested in being considered for serving as a mentor must submit a letter indicating interest by April 1 of each year. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contract other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.

If a continuing teacher is selected as a mentor, he/she shall be paid a stipend at a rate to be determined by the District.

   a. A continuing teacher serving as a mentor may request that the District assign him/her to a different new-to-the-system teacher and/or be relieved completely from mentor responsibilities. The request must be in writing to the Superintendent. The Superintendent will respond to the request within ten (10) days of receipt. The Superintendent will grant the request if the Superintendent, in his/her discretion, has a qualified replacement mentor. The present continuing teacher will serve as the mentor until such time as the suitable replacement is found. In the event a mentor is replaced, compensation will be prorated for the period served as a mentor.

   b. The teacher receiving mentoring may request the District to provide a different mentor. The request must be in writing to the Superintendent. The Superintendent will respond to the request within ten (10) days from receipt.

   c. The District will make a good faith effort to assign an individual mentor for each new-to-the-District teacher; however, a mentor may elect to work with more than one employee.

E. Teacher Leadership Roles: If the administration creates faculty or department teams or committees, it shall consult with interested teachers to establish the purpose of the team or department, select the team or department head, set objectives and goals for each team, department or committee, and assign each teacher to one or more of the teams, departments or committees. Final decision making authority shall rest with the administration.

**TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS**

A. Determination of Assignment: Teachers will be assigned or transferred by the Superintendent and/or his/her designee.

B. Assignment Preference Consideration: Teachers may express in writing to the Superintendent and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the Superintendent and/or his/her designee, who shall give due consideration to such requests (subject to the Superintendent’s or the designee’s authority to assign to all positions the individual who he/she believes is the best fit).

C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted on the District’s website and other media venues including WECAN, for at least ten (10) days if possible. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. The notice shall include the date of posting, the job...
requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications required for the position.

D. Process for Filling Vacancies: The District retains the right to select the most qualified applicant for any position based upon job duties, postings or 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 duties, posting or description.) The term “applicant” refers to both internal candidates and external candidates for the position. The District retains the right to determine the job duties and/or descriptions needed for any vacant position.

E. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary due to the District’s inability to fill a vacancy or a new position according to the procedures set forth above, it may, at its discretion, transfer any employee which the District, in its sole discretion, deems qualified for the position. However, before any involuntary transfer is made, volunteers for such transfer will be solicited by the District. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the Superintendent and/or designee which will include the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer.

F. Voluntary Transfer: Teachers requesting transfers to another position in the district shall file a letter with the Superintendent or designee requesting such transfer. The letter shall include the grade and position to which the Teacher desires to be transferred, qualifications for the requested position, and the reason(s) for the request. The Superintendent or Designee shall have the final decision on all transfers in the District.

G. Employee Resignations: The teacher’s individual contract shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:

1. The teacher must give the District notice that he/she intends on severing his/her contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.

2. It is agreed that liquidated damages are due to the District from resigning employees under the following circumstances:
   a. One thousand five hundred dollars ($1,500.00) if the employee’s resignation is effective on or after July 1st, but before July 15th.
   b. Two thousand five hundred dollars ($2,500.00) if the employee’s resignation is effective on or after July 15th but before July 31st.
   c. Three thousand five hundred dollars ($3,500.00) if the employee’s resignation is effective on or after July 31st but before August 15th.
   d. Teachers will not be released from their contracts for resignations which are effective on or after August 15. The District reserves the right to pursue all available legal remedies in response to a violation of this provision.

3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers whose resignation is tendered and effective after the end of the academic school year, but before July 1st.

4. The employee may choose to have liquidated damages deducted from the employee’s last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.
5. The Board in its discretion may waive the liquidated damages for the following reasons:
   a. Employment transfer of spouse;
   b. Illness of employee;
   c. Other reasons as determined by the School Board.

PROCESS FOR RESIGNATION AND SUBMISSION OF LIQUIDATED DAMAGES

The teacher must submit his or her resignation and amount of liquidated damages in accordance with the preceding provisions. The Board, at its discretion, may thereafter accept the teacher’s resignation and liquidated damages and release him or her from their teaching contract. However, the Board may also refrain from releasing the teacher from his or her teaching contract until a suitable replacement has been hired.

TEACHER ABSENCE AND SUBSTITUTES

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to call the designated substitute service. If possible, such notification should be made in the substitute reporting system the evening prior to the time of absence, or before 6:00 a.m. This will help to provide time for obtaining a substitute teacher.

SUMMER SCHOOL ASSIGNMENTS

Summer school subjects should be made known on or before April 15. All current teachers in the District may apply for summer school positions in the same manner as non-District teachers. Employees teaching summer classes shall be given a summer school session contract in accordance with § 118.21, Wis. Stats.

JOB SHARING

A. **Definition:** Job sharing is defined as a voluntary program to provide the opportunity for two or more employees to share a position which will be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works. Job sharing may be allowed for reasons such as child rearing, health (member or member’s family), continuing education, semi-retirement, transition to other employment, or any other reason deemed appropriate.

B. **Approval:** Job sharing must be jointly approved by the District and the teachers who wish to participate.

C. **Eligibility:** In order to be eligible to participate in the job sharing program, applicants must:
   1. Agree to sign a one-year contract for the shared position.
   2. Agree to return to full-time status, or to be non-renewed, at the option of the District, in the event the shared position is eliminated or if one of the participants in the shared job is unable to continue in the shared assignment.
   3. Be certified to teach those subjects/grade levels involved in the shared job.

D. **Assignment:** Shared job holders shall be assigned specific job responsibilities at the time the job sharing contract is signed. The list of job responsibilities shall be appended to the individual contract.

E. **Insurance Benefits:** The District shall pay insurance premiums for each job sharer in an amount prorated to their full-time equivalency.

LAYOFF, POSITIONS & HOURS

The District shall utilize the following criteria in order of application for determining the employee for layoff:
A. **Educational Needs of the District**: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.

B. **Qualifications as Established by the Board**: Including, but not limited to specific skills, certification [if applicable], training, the last three formal District evaluations, etc.

C. **Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area**: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences may include but not be limited to current and past assignment and practical experience in the area of need.

D. **Length of Service of the Employee**:

1. **Length of Service**: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.

2. **Tie Breaker on Length of Service**: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.

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

**REEMPLOYMENT PROCESS**
The reemployment process is solely available to employees subject to layoff under this section. It does not apply to employees non-renewed based upon performance as set forth in Part II, Section 1.

A. **Reemployment Period**: Employees subject to lay-off under this section shall retain the reemployment options set forth in Paragraph B for a period of twelve (12) months after the employee’s last day of work with the District.

B. **Reemployment Obligations – Employee**: All employees subject to layoff under this section shall have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employees on the reemployment list may apply for the vacant position according to the terms of this *Handbook*. However, the District retains the sole authority to determine who is most qualified for any position and placement on the reemployment list does not grant automatic reemployment rights with the District following layoff. The District will post vacancies in accordance with the terms of this *Handbook*.

**TERMINATION OF REMPELOYMENT OPPORTUNITY**
Any opportunity for reemployment with the District will end should an employee refuse reemployment to a position.

**INSURANCE BENEFITS FOLLOWING LAYOFF**
COBRA Benefits are available to employees following layoff.

**ACCRUED BENEFITS DURING REEMPLOYMENT PERIOD**
Layed-off employees shall suffer no loss of paid time off or accrued leave, or other accrued benefits if rehired. Paid leave days shall not accrue for an employee during the reemployment period.

**IN-SERVICE AND OTHER TRAINING**
The District may require teachers to attend in-service and other training, either of which may occur outside of employees’ regular hours of work. Additional compensation (if any) for such training shall be determined by the District.
PROFESSIONAL COMPENSATION

SALARY SCHEDULE
The basic salaries of employees are set forth salary tables available in the Human Resources Office and on the office webpage.

INITIAL SALARY PLACEMENT
Effective for employees initially hired on or after August 26, 2014, the Board, in its sole discretion, may place newly employed employees at a salary that exceeds his/her actual years of service. The District shall have the discretion to grant additional credit for actual teaching experience if the position is designated by the Department of Public Instruction (DPI) in its most current (defined as the publication available at the date of the employee’s hire) publication “Supply and Demand of Educational Personnel in Wisconsin Public Schools” as a position within an extreme shortage or slight shortage employment outlook.

SALARY MOVEMENT AFTER FIRST YEAR OF EMPLOYMENT
Employees beginning employment prior to the end of the first semester who have provided satisfactory service, as determined by the District, will receive the professional development increase for the ensuing contract year provided funds are available as determined by the District. Employees who begin employment after the end of the first semester will remain at the same pay level for the ensuing fiscal year.

EDUCATIONAL LANE ADJUSTMENTS
A. Accreditation: Only advanced degree programs that pertain to the field of Education and professional growth credits earned from an institution recognized by the North Central Association Commission on Accreditation and School Improvement Institute of Higher Education (NCA), will be eligible for movement to a new lane on the salary placement.

B. Prior Approval: All degree programs intended to be used for salary placement lane movement shall be approved by the Principal or District Office prior to enrollment in the advanced degree program. Professional Educators enrolled in an advanced degree program before 8/1/2014 shall be accepted.

Lane Movement: Professional Educators currently in the “Professional Educator” and “Master Educator” lanes must move 10 salary levels on the placement matrix before being advanced to the next appropriate lane.

1. When a Professional Educator qualifies for a lane movement, it will result in a move to the first row level in the new lane as long as the move is at least equal to a $2,000 increase in base wages. In the unlikely event that a Professional Educator qualifies for a lane movement which results in a loss of base wages, the District will place the Professional Educator at the next appropriate lane which approximates no less than a $2,000 increase in total base wages.

C. Transfer to a new lane: Transfer shall be made effective to the beginning of the contract year provided the Professional Educator submits either a certificate of degree or an official transcript of the degree earned and is certified by the Registrar of the degree granting institution or other appropriate official.

D. Timeline for submission for application to the salary schedule: The degree documentation shall be submitted along with the pre-approval form to the Human Resources Office no later than October 1 of the current contract year. The advanced degree must be earned by September 1 of the current contract year.

CURRICULUM PLANNING PROJECTS
When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee’s contract, the employee shall be paid at an hourly rate as determined by the District. The length of time and maximum number of hours for completion of the project shall be determined by the
employee’s immediate supervisor, in his/her sole discretion. In order to be compensated, teachers should submit on a bi-weekly basis the time they work on such projects. Other projects that are outside of the terms of the individual employee’s contract and that are approved by the Curriculum Office and shall be paid at the curriculum projects rate.

GRADE LEVEL DIRECTORS/DEPARTMENT CHAIRS

A. The District may have designated Grade Level Directors and Department Chairs as determined and designated by administration. Individuals for these positions will be selected by the District. The Grade Level Director/Department Chair serves as the instructional leader for their respective department(s). Grade Level Directors/Department Chairs serve as members of the school’s leadership team and are responsible for the management of the curriculum and ensuring the effectiveness of all departmental programming. Grade Level Directors/Department Chairs are required to attend mandatory trainings throughout the entire calendar year, keep current on best practice/relevant research and report findings to the Principal or designee. Grade Level Directors/Department Chairs may be asked to handle tasks in the absence of the official building administrator.

B. Compensation for Grade Level Directors/Department Chairs will be at a rate determined by the District. This compensation may include payment for days during the summer as assigned by an administrator.

C. Grade Level Directors/Department Chairs will be appointed for one year terms with subsequent renewal at the sole discretion of the District.
PART III

Support Staff Without Individual Contracts (Para Educators, Secretaries, Administrative Support, Instructional Support and Administrative Assistant Personnel) under 118.21 Wis. Stats., or 118.24 Wis. Stats.
DISCIPLINE AND DISCHARGE

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

STANDARD FOR DISCIPLINE AND TERMINATION
A. Probationary Employee: Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook. Such employees may be terminated from employment for reasons that are not arbitrary or capricious.

B. Non-Probationary Employee: A non-probationary employee may be disciplined or terminated for “cause.” Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook. “Cause” is defined as the following:
   1. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and
   2. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

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

REPRESENTATION
In the event any employee is called to a meeting with representatives of the Employer for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances that may lead to discipline or discharge, the employee has the right to request representation. In the event the employee chooses to have Association representation, the meeting shall be delayed until appropriate Association representation may be obtained. No more than two (2) personal representatives will be allowed. Nothing in this provision shall prevent an Employer from removing an employee from the work place if immediate action is required.

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.

HOURS OF WORK AND WORK SCHEDULE

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

A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full reduction in force. In the case of a change of assignment the employee shall be provided with at least ten calendar days’ notice of the change of assignment, if practicable, as determined by the administration.
REGULAR WORK DAY AND STARTING AND ENDING TIMES
A regular full-time workday is eight (8) hours, excluding lunch time. Because of different schedule requirements, employees’ starting, lunch, and finishing times may vary in different assignments and locations. Each employee’s immediate supervisor will schedule working hours, break periods, and lunch periods.

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

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

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/immmediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property.

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

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

COMPENSATORY TIME OFF
In lieu of overtime pay, certain employees may, at their option, choose to receive compensatory time off, if offered in the letter of appointment and specifically endorsed in writing by the District and the employee. Compensatory time off may be taken by mutual agreement between the employer and the employee. One and one-half (1.5) hour of compensatory time off will be granted for each one (1) hour of work above forty (40) hours per week. Time over forty (40) hours per week does not include vacation, holiday or paid leave time.

A. The number of hours of compensatory time which an employee may accumulate shall not exceed 240 hours by state law. However, School District Administrators will be limited to approving no more than 80 hours of compensatory time per employee per year. 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 in the year it was earned.

B. 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 and/or would impose an unreasonable burden on the District’s ability to provide services of acceptable quality and quantity; the district has a special event scheduled such as an open house or parent teacher conferences; or the district is unable to find a substitute employee.
C. 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.

**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.

**BREAKS**

Employees scheduled to work at least four (4) hours per work day shall receive one (1) ten (15) minute paid break. Employees scheduled to work at least eight (8) hours per work day shall receive two (2) ten (15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor.

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>Break(s) and Lunch Period Scheduling</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 3.99 hours</td>
<td>0 minutes</td>
</tr>
<tr>
<td>At least 4.0 to 5.99 hours</td>
<td>15 minute break</td>
</tr>
<tr>
<td></td>
<td>At least 6.0 to 7.99 hours</td>
</tr>
<tr>
<td></td>
<td>Para Educators receive (2) 15 minute</td>
</tr>
<tr>
<td></td>
<td>breaks and 30 minute duty-free lunch</td>
</tr>
<tr>
<td>At least 8.0 or more hours</td>
<td>(2) 15 minute breaks and 30 minute duty-free lunch</td>
</tr>
</tbody>
</table>

**EMERGENCY SCHOOL CLOSINGS**

A. **Classes Canceled**: Classes may be canceled by the Superintendent or designee whenever the roads cannot be traveled safely by school buses or excessive cold or heat indicates a potential danger to students. When classes are not held, all administrators and 52-week employees are expected to arrive at work as soon as they can safely do so. The schools will remain open and staff members will continue to perform related duties. Offices will remain open.

B. **Schools Closed**: The Superintendent or designee shall consult with the weather station, police department and the bus company when determining whether or not to close school due to hazardous weather. School may be closed by the Superintendent or designee when weather conditions present a clear danger or have closed major roads. When schools are closed, emergency duties will be performed by custodial and maintenance Human. At any given time, while snow removal is being completed by the custodian(s), the building will be covered by at least one other staff member, administrator or designated employee (i.e., assistant principal, dean, secretary or lead teacher) to provide for the safety of students, staff and/or the building.

C. Employees are expected to work the number of days included in their contract unless on an approved leave.

**EMERGENCY SCHOOL CLOSING EMPLOYEE OPTIONS IF DAY/TIME IS NOT MADE UP**

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

A. The employee may come in to work or work an additional day/time at the end of the school year. The time set for makeup plus the regular assigned hours cannot exceed forty (40) hours per week.

   or

B. The employee may elect to not be compensated for the day/time school was closed.

   or

C. The employee may elect to use compensatory time off, vacation, or personal leave time if available.

The employee should notify the District on the next school day after the day school is closed, begins late or is dismissed early, for an emergency as to which option the employee wishes to select.
ATTENDANCE AT MEETINGS
Employees required to attend meetings called or scheduled by their Supervisor shall be paid for all hours spent in attendance at such meetings.

LAYOFF

REASONS FOR LAYOFF AND/OR REDUCTION OF HOURS
In the event the Board determines to reduce the number of positions or the number of hours in any position, the provisions set forth in this Article shall apply.

NOTICE OF LAYOFF OR REDUCTION OF HOURS
The District will give at least thirty (30) calendar days’ notice to employees impacted by layoff or reduction of hours.

SELECTION FOR LAYOFF OR REDUCTION OF HOURS - STEPS
In the implementation of layoffs under this section, individual employees shall be selected for 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 reductions.

B. **Step Two - Volunteers:** Volunteers will be reduced first. Volunteers will be accepted by the District only if, in the District's opinion, the remaining employees in the job category are qualified to perform the remaining work.

C. **Step Three - Selection For Layoff or Reduction:** The District shall follow the guidelines below, in the order stated, to select the employee in the affected job category for full or partial reduction in hours.
   1. **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.
   2. **Qualifications as established by the Board:** Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.
   3. **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
   4. **Length of Service of the Employee**
      a. **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.
      b. **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.
      c. **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 1st.

REDUCTION IN HOURS/BENEFITS
Employees who are reduced in hours shall not lose any benefits they have accrued. Benefits are defined as length of service, paid 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.

**REEMPLOYMENT PERIOD/PROCEDURE**
Reduced-in-time employees or those selected for lay-off shall retain the reemployment options set forth herein for a period of twelve (12) months either after the employee’s last day of work with the District or from the time the employee received the notification of reduction in time or lay-off, whichever is later. All such employees shall have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employees on the reemployment list may apply for the vacant position according to the terms of this *Handbook*. However, the District retains the sole authority to determine who is most qualified for any position and placement on the reemployment list does not grant automatic reemployment rights with the District following layoff or a reduction in time for employees. The District will post vacancies in accordance with the terms of this *Handbook*.

**TERMINATION OF REEMPLOYMENT OPTIONS**
Reemployment options shall end should an employee refuse reemployment in a position in the job category, except as provided below. Substitute work with the District during the reemployment period shall not extend the reemployment period. Employees on the reemployment list may refuse reemployment in positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of options to the next available position for which the employee is qualified. Employees on the reemployment list shall not lose reemployment options to an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the District.

**INSURANCE BENEFITS**
(COBRA) Health care continuation benefits are available as noted in Part I of this *Handbook*.

**ACCRUED BENEFITS**
Reduced-in-time employees shall suffer no loss of paid leave, vacation or other accrued benefits if rehired. Paid leave days, vacation, and length of service time shall not accrue while an employee is not working for the District.

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

**FURLOUGHS**
The District may furlough employees for budgetary reasons, with thirty (30) day written notice, 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. Paid 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.
ASSIGNMENTS, VACANCIES AND TRANSFERS

DETERMINATION OF ASSIGNMENT
Employees will be assigned or transferred by the Superintendent of the District and/or his/her designee.

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 10 working days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the WECAN and the District’s website and on any other sites or sources at the District’s discretion. 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 if established, and the qualifications required for the position. 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.

SELECTION PROCESS
The District, in its sole discretion, retains the right to determine who is best qualified for any position. If the District determines that two or more candidates are equally qualified for a position, the most senior applicant will be selected.

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.

DISTRICT DETERMINATION OF JOB DESCRIPTIONS
The District retains the right to determine the job descriptions needed for any vacant position.

IN VOLUNTARY TRANSFERS
When the District determines that an involuntary transfer of an employee is necessary the District reserves the right to transfer any employee in the District qualified for the position. However, before any involuntary transfer is made, volunteers for such transfer will be solicited by the District. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the Superintendent which will include the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer.

PAID VACATION
Each employee shall be annually notified of their total number of vacation days available for use.

CALENDAR YEAR (260 DAY) EMPLOYEES Full-Time and Part-Time Employees
Paid Vacation will be provided to employees on the following schedules:

<table>
<thead>
<tr>
<th>Number of Years Worked</th>
<th>Vacation Days Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon Hire (Prorated)</td>
<td>10 days</td>
</tr>
<tr>
<td>After five (5) years of service</td>
<td>15 days</td>
</tr>
<tr>
<td>After ten (10) years of service</td>
<td>20 days</td>
</tr>
<tr>
<td>After fifteen (15) years of service</td>
<td>One vacation day for each year of service up to 25 days</td>
</tr>
</tbody>
</table>
Employees in their first year of service earn a pro-rated amount of vacation based upon the number of months worked.

"Years of Service" as set forth in this Handbook 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.

**SCHEDULING OF VACATION**

Vacation time may be taken in full blocks, or in shorter blocks not less than one hour as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least ten (10) working days prior to taking such leave, however, vacation time requested with less than ten (10) working days notice may be approved by the Superintendent 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 Superintendent 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. All vacations shall be taken during the school vacation months except by special arrangement with the immediate supervisor or his/her designee.

**VACATION ACCUMULATION**

Unused vacation may be carried forward for a maximum of twelve months. Those days carried over to a subsequent year will be forfeited if not used by June 30th.

**PAYMENT ON TERMINATION/TRANSFER**

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.

**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.

**HOLIDAYS**

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

<table>
<thead>
<tr>
<th>A. Employees working a full calendar year (260 work days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1</td>
</tr>
<tr>
<td>Memorial Day (Federal)</td>
</tr>
<tr>
<td>Good Friday</td>
</tr>
<tr>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
</tr>
<tr>
<td>Dr. Martin Luther King Day</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Employees working less than a full calendar year (260 working days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Day</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
</tr>
</tbody>
</table>
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.

HOLIDAYS FALLING ON STUDENT CONTACT DAYS
If any of the holidays listed 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.

WORK ON A HOLIDAY
Except as provided above, employees who work on any of the above-mentioned holidays shall be paid time and one-half for all hours worked in addition to the holiday pay. In other words, if the employees receive a different holiday date under section 6.03, this provision shall not apply.

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.

ELIGIBILITY FOR HOLIDAY PAY
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 Superintendent 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.

WAGE COMPENSATION AND RATES

WAGE SCHEDULE
Copies of current wage schedules for represented support staff are available in the Human Resources Office and posted on their webpage.

NEW EMPLOYEE WAGE PLACEMENT
A. New employee placement – New employees of represented support staff groups shall be placed on the wage schedule at the discretion of the District.

B. Step Movement after First Year of Employment: Employees of represented support staff groups 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.

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.

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.

**JOB RELATED TRAINING AND LICENSURE**

**IN-SERVICE TRAINING**
The district within its discretion may provide appropriate paid in service training to each employee.

**JOB-RELATED EDUCATION AND TRAINING**
The District shall, upon prior approval of the Superintendent and/or his/her designee, reimburse employees at an amount determined by the District per contract year for job related education and training, as determined by the Superintendent and/or his/her designee, to be done on the employee’s own time. Such training or education shall not be done during the employee's working hours, nor shall it result in overtime. The employee will receive his/her regularly scheduled hourly wage if the Superintendent and/or his/her designee requires the employee to attend job related education and training during the employee’s regularly scheduled work day.

**EMPLOYEE EVALUATIONS**

**EVALUATION**
The primary purpose of evaluation is to provide continuous improvement in the quality of service to the community/students/staff of the District. The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented.

**FREQUENCY**
Evaluations shall be conducted at least annually or more at the discretion of the District, with at least five working days notice to affected employees. The District reserves the right to monitor employee performance as necessary and to suggest methods for continuous improvement.

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

**EVALUATORS**
The Employer shall have the sole right to determine whether or not employees shall be evaluated and by which supervisory Human. When a teacher works with an instructional assistant, the teacher may be requested to provide input for consideration.

**RESIGNATION FROM EMPLOYMENT**
Employees will give written notice of resignation 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, paid leave 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.
PART IV

Executive, Administrative and Academic Administrative Employees Under 118.24 Wis. Stats.
DISCIPLINE, TERMINATION AND LAYOFF

STANDARD FOR NONRENEWAL OF ADMINISTRATORS
Administrators employed in the District are subject to non-renewal on a statutory basis, as prescribed in Sec. 118.24, Wis. Stats. No administrator shall be non-renewed for arbitrary or capricious reasons. The non-renewal of an administrator is not a termination and is not covered by the grievance procedure under this Handbook.

STANDARD FOR DISCIPLINE AND TERMINATION
An administrator may be disciplined or terminated for “cause.” Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook. “Cause” is defined as the following:

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

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

DISCIPLINE MATERIALS
Copies of any disciplinary material(s) shall be provided to the administrator before such material is placed in the administrator’s personnel file.

JOB RESPONSIBILITIES

PROFESSIONAL LEVEL OF COMPETENCE
Administrators shall perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations and policies of the Board which now exist or which may be hereafter enacted by the Board.

DEVOTION OF FULL-TIME TO JOB
Except as is otherwise provided in the administrator’s individual contract, administrators shall devote full time to the duties and responsibilities normally expected of the administrator’s position. Administrators shall not engage in any pursuit, or accept any other employment, which interferes with the proper discharge of the Administrator’s duties and responsibilities.

ADMINISTRATOR LICENSE OR CERTIFICATE
Administrators shall maintain a valid license or certificate, properly registered and issued by the State of Wisconsin, sufficient to lawfully permit each administrator to perform such duties as may be assigned.

JOB DESCRIPTION
Upon written request, the Board shall provide administrators with written job descriptions of each administrator’s services, duties and obligations.
WORK SCHEDULES

SCHEDULES FOR ADMINISTRATIVE STAFF
Administrative staff normally work flexible schedules with the professional duties of each administrator taken into account in the setting of the work schedule. Administrative staff will normally work at least 40 hours per week, or as long as necessary to ensure completion of assignments. In addition, administration schedules may vary because of staggered starting times and job responsibilities.

PROFESSIONAL GROWTH

REQUIREMENT TO REMAIN CURRENT
All administrators shall engage in independent and active efforts to maintain high standards of individual excellence. Administrators are encouraged to continue professional growth through participation in conventions, programs, professional meetings and other activities conducted by local, state and national administrator associations; seminars, workshops and courses offered by institutions of higher learning, and other formal and informal professional development activities.

PROFESSIONAL REIMBURSEMENT PROGRAM
All administrators shall be eligible for reimbursement of continuing education credits, degree program credits and or licensure costs at the discretion of the Board.

ADMINISTRATOR EVALUATION

GENERAL PROVISIONS
Administrators shall receive written evaluations based on board-adopted position descriptions, including job-related activities. Administrators shall receive a written evaluation at the end of their first year of employment and at least every third year thereafter.

EVALUATORS
The board is responsible for the Superintendent’s evaluation. The Superintendent is responsible for the evaluation of other administrators and shall either perform those evaluations him or herself or shall direct that those evaluations be performed by other persons who have the training, knowledge and skills necessary to evaluate professional administrative school personnel.

PROFESSIONAL COMPENSATION

SALARY AND BENEFITS
The salary and benefits of administrators shall be noted in accordance with the terms of his or her individual employment contract as approved by the Board.
PART V

Extra-Curricular Staff
ATHLETIC AND ACTIVITY ASSIGNMENTS

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.

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.

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.

Evaluation of Extra-Curricular Assignments
Individuals holding extra-curricular assignments shall be evaluated at least once per year by the appropriate supervisor. When determining the content of the evaluation, the supervisor may take into account such factors as (1) the individual’s experience with the particular activity; (2) input received from participants, parents, and other stakeholders; (3) the extent to which an individual needs additional guidance or oversight; and (4) any other consideration that a supervisor, in his/her reasonable discretion, deems appropriate. New employees holding such assignments will be required to attend teacher orientation. New employees holding such assignments will be expected to participate in a new employee orientation session sponsored by the District.

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 and must attend a new employee orientation session;

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.
PART VI

Substitute Employees
ALL SUBSTITUTE EMPLOYEES

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.

SUBSTITUTE TEACHERS or GUEST TEACHERS

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.

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.

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 is available to the substitute at sdd.k12.wi.us.

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 teacher may also cancel a teaching assignment using the automated system in advance of the current day without providing notification to the Attendance and Substitute Secretary in the Human Resources Department. A substitute who wishes to cancel an assignment on the current date must inform the Attendance and Substitute Secretary by phone at least two hours in advance of the start time of the assignment. 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 including adherence to professional conduct and dress code policies. 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.

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 is variable depending on each individual school schedule but normally will be from 7:45 A.M., to 3:30 P.M., 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 not be more than 8 hours in duration or more than 120 hours per calendar month. The rate of pay will be $105.00 for a full day assignment and $52.50 for a half day.

**Compensation**

A. **Daily Rate**: Substitute teachers shall receive compensation for services rendered as provided for by the District. The current rate is contained in the pay schedule included in this section of the *Handbook*.

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 as determined by the District.

2. Homebound teachers will be paid mileage from the student’s school to the student’s location and back pursuant to the terms of the *Handbook*. If a homebound teacher is required to report to the District and subsequently travel to a different location (either within or outside of the District), the District will reimburse him/her an amount equal to the Internal Revenue Service (IRS) business travel rate per mile for travel to that second location (and back to the first location, if required by the District).

**Dismissal/Removal from Substitute List**

Substitute teachers have no expectation of continued employment with the District. 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.

**Miscellaneous Provisions**

A. **In-Service**: Long-term substitutes may be required to participate in staff development programs in the schools. The principal may, in his/her discretion, determine and notify the long-term substitute that he/she is not required to attend staff development functions. 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.

B. **Duty Free Lunch**: All full-day substitutes shall be provided with a daily duty-free lunch period of at least thirty (30) continuous minutes.

C. **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 substitute teachers attending the in-service will not be compensated for their attendance.

D. **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.
Substitute Teacher Pay Schedule
Substitute teachers shall be employed at the rate established by the District as follows:

<table>
<thead>
<tr>
<th>2015-2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category</td>
</tr>
<tr>
<td>Short-Term Substitute</td>
</tr>
<tr>
<td>Long-Term Substitute</td>
</tr>
</tbody>
</table>

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

E. Part-time substitute teachers shall be paid on a prorated basis based off of the full daily rates set forth above.

F. Long term substitute teachers receive 1 paid leave day for every 30 days worked and any accumulated paid leave days do not carry over into subsequent work years. Permanent substitutes are compensated at $110.00 per day and receive eight sick days and two personal days per year.

SUPPORT STAFF SUBSTITUTES

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.

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.

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 Attendance and Substitutes Secretary in the Human Resources Department. A substitute who wishes to cancel an assignment on the current date must inform the Attendance and Substitutes Secretary by phone at least two hours in advance of the start time of the assignment. 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. 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. However, **AT NO TIME WILL SUBSTITUTES BE ALLOWED TO WORK MORE THAN 120 HOURS PER CALENDAR MONTH.** All work days will be limited to no more than 8 hours in duration.

**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.

**Miscellaneous Provisions**
   A. **In-Service:** Each 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 District requires them to attend.
   
   B. **Breaks:** All substitutes shall be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.
   
   C. **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.

**Substitute Employee Pay Rates**
Substitutes shall be employed at a pay rate as established by the District.
APPENDIX: GRIEVANCE INITIATION INSTRUCTIONS

SCHOOL DISTRICT OF BELOIT

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

<table>
<thead>
<tr>
<th>EMPLOYEE'S NAME</th>
<th>HOME ADDRESS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SCHOOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOB TITLE</td>
</tr>
</tbody>
</table>

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?

<table>
<thead>
<tr>
<th>Name &amp; Title of your Immediate Supervisor</th>
<th>NAME</th>
<th>TITLE</th>
</tr>
</thead>
</table>
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: GRIEVANCE APPEAL INSTRUCTIONS
SCHOOL DISTRICT OF BELOIT

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.

<table>
<thead>
<tr>
<th>EMPLOYEE'S NAME</th>
<th>TITLE</th>
<th>DATE OF GRIEVANCE INITIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>SHIFT</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. I wish to appeal the grievance disposition signed by:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Nature of Grievance:

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

4. Reason for Appeal:

<table>
<thead>
<tr>
<th>EMPLOYEE'S SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
*Please note that filing this complaint is only the first step in the process. The District will contact you to schedule one, if not several, follow-up meetings as a part of its investigation into your complaint and the allegations contained therein.*

**EMPLOYEE INFORMATION** (Please print legibly)

Employee Name (Last, First, Middle initial)  
Employee Address  
City  
State  
Zip  
Home Telephone Number  
Work Telephone Number  
( )  
( )

**ACCIDENT INFORMATION**

Building or Site Where Accident Occurred (include address if not at a district facility)  
Date of Accident/Injury  
Time of Accident/Injury  
Name of Person Notified

Describe how the Accident/Injury Occurred:

<table>
<thead>
<tr>
<th>Body Part(s)</th>
<th>Injured:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wrist</td>
<td>Hand</td>
</tr>
<tr>
<td>Leg</td>
<td>Knee</td>
</tr>
<tr>
<td>Head</td>
<td>Eye</td>
</tr>
<tr>
<td>Face</td>
<td>Teeth</td>
</tr>
<tr>
<td>Ankle</td>
<td>Foot</td>
</tr>
<tr>
<td>Abdomen</td>
<td>Chest</td>
</tr>
<tr>
<td>Arm</td>
<td>Back</td>
</tr>
<tr>
<td>Neck</td>
<td>Other</td>
</tr>
</tbody>
</table>

**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

*Please FAX or deliver front page to the District Office within 24 hours of the Accident/Injury.*
Please describe any resulting injury:
### Part 2: Accident/Injury Follow-up and Investigation

<table>
<thead>
<tr>
<th>Were there any witnesses to this accident?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, complete the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Witness(es)</td>
<td>Address</td>
<td>Telephone</td>
</tr>
<tr>
<td></td>
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</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>Time Missed from Work</th>
<th>Date Returned to Work:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours:</td>
<td>Days:</td>
</tr>
</tbody>
</table>

**Person Making Report:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Building</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Principal/Supervisor Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

**Posted Outside the Human Resources Office and Links to Related Web Pages.**

**Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage**
Send completed Employee Accident/Injury Report to the Business Services Office within 3 work days.

Employee Protections Against Use of Honesty Testing Devices - Wisconsin

Equal Employment Opportunity is the Law

“EEO is the Law” Poster Supplement
English http://www1.eeoc.gov/employers/upload/eeoc_gina_supplement.pdf
Spanish http://www.eeoc.gov/employers/upload/eeoc_gina_supplement_spanish.pdf

Fair Employment Law - Wisconsin

Fair Labor Standards Act - Federal
http://www.dol.gov/whd/regs/compliance/posters/fmla.htm

Family and Medical Leave Act - Wisconsin

Family and Medical Leave Act – Employee Rights and Responsibilities - Federal
*Information about the federal Family and Medical Leave Act also must be in your employee handbook.

Hazardous Chemicals in the Workplace?

Public Employee Safety and Health
English http://dsps.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf

Hours and Times of Day Minors May Work in Wisconsin

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

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

COBRA – Model Notice
English http://www.dol.gov/ebsa/modelelectionnoticenote.doc
Spanish http://www.dol.gov/ebsa/modelelectionnoticesp.doc

Minimum Wage Rates - Wisconsin

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

Affordable Care Act: Notice to Employees of Coverage Options:

RELATED INFORMATION
Age Discrimination in Employment Act (ADEA)
http://www.eeoc.gov/laws/statutes/adea.cfm

Americans with Disabilities Act (ADA)
http://www1.eeoc.gov/eeoc/publications/fs-ada.cfm

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


If your district is a federal government contractor or subcontractor, please be aware that there may be other posting requirements for you.
SCHOOL DISTRICT OF BELOIT
NOTICE OF PRIVACY PRACTICES
REQUIRED NOTIFICATION

THIS NOTICE IS BEING SENT TO YOU AS REQUIRED BY FEDERAL REGULATION. IT DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW IT CAREFULLY.

THE DISTRICT’S LEGAL DUTIES

The District is required by law to safeguard the privacy of your protected health information. The District is also required to give you this Notice about our legal duties and privacy practices relating to protected health information. Protected health information is any individually identifiable health information relating to your past, present or future physical or mental health or condition; the provision of health care services to you; or the payment of past, present, or future health services to you, whether that information is written, electronic, oral, or recorded in another medium. The information may be created or received by entities such as health care providers, health plans, or employers.

The District is required to abide by the terms of this Notice currently in effect. The District reserves the right to change our privacy practices and the terms of this Notice for all protected health information the District maintains even if the information was created or received before issuing the revised Notice. If a material revision is made, the District will distribute a copy of the revised Notice.

This Notice takes effect immediately 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.sdb.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 and state the reason for your request. If your request is denied, you have a right to submit a written statement disagreeing with the denial. The District has the right to issue a rebuttal to your statement, in which case, a copy will be provided to you.

Accounting: You have a right to receive an accounting of disclosures of your protected health information made by the District or our business associates for purposes other than treatment, payment or health care operations and certain other activities. The District will provide the first accounting to you in any 12-month period without charge. If you request an accounting more than once in a 12-month period, the District may charge you a reasonable cost-based fee. If the District will charge a fee, it will notify you in advance and provide you an opportunity to withdraw or modify your request for a subsequent accounting in order to avoid or reduce the fee.

Authorization: The Plan will obtain your written authorization for uses or disclosures that are not identified by this Notice. Subject to certain limitations, you may revoke any authorization in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

Electronic Notice: If you receive this Notice electronically, you may still obtain a paper copy upon request to the contact person listed at the end of this Notice.
COMPLAINTS
You have the right to file a complaint if you believe your privacy rights have been violated. You may file a complaint by writing to the District’s Privacy Officer (see Contact Information, below). You may also file a complaint with the Department of Health and Human Services. You will not be retaliated against for filing a complaint.

CONTACT INFORMATION
For further information about the District’s privacy policies, please contact:

Todd M. Cabelka, J.D.
Executive Director of Human Resources
Kolak Education Center
1633 Keeler Avenue
Beloit, WI 53511
608-361-4010