

**SCHOOL DISTRICT  
OF THORP**

**EMPLOYEE HANDBOOK**

**APPROVED – MAY 9, 2012**

REVISED – February 18, 2016  
REVISED – September 20, 2023

## Employee Acknowledgment

*(To be signed and returned to the District Office of the School District of Thorp.)*

I hereby acknowledge that it is my responsibility to access the School District of Thorp Employee Handbook online. My signature below indicates that I agree to read the Handbook and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that Additional regulations, policies and laws are in the District Board Policies Manual and in the handbooks for specific employee groups or buildings. The Employee Handbook and the Board Policies Manual can be located throughout the District in the school district office, in various supervisors' offices and on the District's website at [www.thorp.k12.wi.us](http://www.thorp.k12.wi.us). The Employee Handbook, Board Policies Manual, and Administrative Regulations can be found under the heading "policies."

I understand that this Employee Handbook supersedes all previous manuals, handbooks, collective bargaining agreements and personnel policies that I have received or have been advised of by the School District of Thorp. I also understand that the information in this Handbook is subject to change. I understand that changes to provisions in this Handbook will supersede 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. I understand that by accepting employment with the School District of Thorp, I am not being asked or required to provide anything in return beyond my services. I further understand that only the School Board has the authority to create an employment contract, and such contract must be in writing and signed by the School District in order to be valid. Subject to any applicable employment contract under Wis. Stat. 118.21, I understand that my employment with the District may be terminated by myself or the District per District policies and procedures. 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 or concerns or need further explanation about District standards, policies or procedures. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this Handbook, the contract shall govern with respect to that issue.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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## **DISTRICT'S VISION AND MISSION STATEMENT**

### **Our Vision**

Empowering Students to Excel.

### **Mission Statement**

Our mission is to create a community of goal-oriented, lifelong learners that will function as responsible and productive citizens.

We will provide our students with an educational system that:

- Creates a safe and healthy learning environment;
- Values educational advances and utilizes best learning practices;
- Supports professional learning that enables educators to collaborate and share best practices;
- Strengthens relationships with our families and expands community involvement;
- Cultivates knowledge, self-discipline, leadership, excellence and character in all students;

### **Our Beliefs**

- It takes three components to make all schools successful:
  1. Teachers who are empowered to teach and enjoy teaching;
  2. Parents who care and are involved; and
  3. Students who are engaged and invested in their own learning;
- All students can learn.
- The higher the expectation, the greater the achievement.
- Excellence is achievable and always worth the investment.

## **District Emergency Procedures**

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

Calls, emails and/or texts will be sent to employees as soon as practicable using the District's emergency information program.

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

## **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.

A decorative graphic consisting of a central white rectangular area with rounded corners, set against a dark green background. The green background features a large, stylized, symmetrical shape that resembles a double-headed arrow or a pair of curved lines meeting at a central point. The text is centered within the white area.

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

## PREAMBLE AND DEFINITIONS

### 1.01 About this *Handbook*

- A. Employees Covered: This *Handbook* is provided as a reference document for the School District of Thorp (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. Further, the District reserves the right to interpret and determine the proper application of the contents of this *Handbook*. Employees should also take notice that this *Handbook* may be revised from time to time, in the discretion of the Board, at any time during the school year.

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. The Board retains the discretion, however, to interpret individual teacher contracts and how they are applied in light of this *Handbook*, as well as the discretion to determine whether a conflict between the contract and this *Handbook*, rules, regulations, or policies of the Board exist.

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* should not be considered all-inclusive. Copies of Board Policies and Administrative Regulations are available in each administrative office to all personnel. 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 School District of Thorp School Board.

### 1.02 Definitions

- A. Administrative Employees: “Administrative Employees” are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. Discipline: “Discipline” is defined as a suspension [unpaid or paid], or a written reprimand.
- C. Full-time Teachers: “Full-time teachers” are defined as persons hired under a contract pursuant to section 118.21, Wis. Stats. whose contract has assignment of no less than one hundred percent (100%) of full-time equivalency.
- D. Exempt Employees: “Exempt employees” are defined as employees that are generally paid on a salary basis and are excluded from specific provisions of federal and state wage and hour laws and are not eligible for overtime pay.

- E. Regular Non-Exempt Employees: “Regular Non-Exempt Employees” are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
1. Regular Non-Exempt Full-time Employee: “Regular non-exempt full-time employees” are defined as one who works 7 or more hours per day for the instructional school year, including any work scheduled for immediately before and immediately after students are in attendance (a.k.a the “teaching year”).
  2. Regular Non-Exempt Part-time Employee: “Regular non-exempt part-time employees” are defined as one who works a school year or more, but less than 35 hours per week for the instructional school year, including any work scheduled for immediately before and immediately after students are in attendance (a.k.a the “teaching year”).
  3. Exclusions: A regular full-time or regular part-time employee does not include casual, substitute, seasonal, or temporary employees as defined in this Section, as well as work performed by subcontracted personnel.
- F. 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 during the summer, outside of normal instructional year, 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 other, seasonal personnel, in its discretion, 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. Employment during a seasonal or summer school session is a separate job for any regular instructional year employee. Hiring for seasonal/summer school session does not create an expectation of employment in any subsequent seasonal/summer school session.
  3. Seasonal employees performing non-exempt duties shall be paid \$15.00/hour.
  4. Teachers of summer school shall be paid at a rate of \$30.00/hour for teaching time.

### **1.03 General Personnel Policies**

This *Employment Handbook* is subservient to, and does not supersede the provisions of the District policies. In the event of a conflict between District policies and this *Handbook*, District policies shall control.

## **SECTION 2. EMPLOYMENT LAW**

### **2.01 Employment of Minors**

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

### **2.02 Equal Opportunity**

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

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 in performing essential job duties 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 granted to employees without disabilities.

Employees are encouraged to make requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act in writing in accordance with District policy.

### **2.03 Equal Opportunity Complaints**

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

### **2.04 Fair Labor Standards Act**

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

### **2.05 Family and Medical Leave Act**

- A. Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the Handbook as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf> . See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a) (1). The notice is posted at Appendix [insert letter].

- B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer generally will notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).
- C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <http://www.dol.gov/whd/fmla/finalrule/WH381.pdf>.
- In addition, the District directs employees' attention to the following notice concerning employee rights and responsibilities under Wisconsin law, available at the following link: <https://dwd.wisconsin.gov/eworkboard/fmla/#:~:text=Section%20103.10%2C%20Wisconsin%20Statutes%2C%20requires,post%20their%20particulat%20leave%20policy.>
- D. Designation Notice. The District shall “inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA.” U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).

## **2.06 Discrimination and Harassment**

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of harassment and bullying. The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Discrimination and harassment that alters conditions of employment, forms a basis for personnel decisions, interferes with an employee's work performance, or otherwise constitutes adverse action against the employee under law are prohibited.

Sexual harassment is unlawful and prohibited. In addition, the District will not tolerate harassment of District employees in the workplace by non-employees (including, but not limited to, volunteers, vendors, visitors, etc.).

Harassment can be the product of a single incident or a pattern of behavior that creates an intimidating, hostile or offensive working environment. A broad range of physical and verbal behavior can constitute harassment including, but not limited to the following:

- A. Unwelcome sexual advances, comments or innuendos;
- B. Physical or verbal abuse that is based on an employee's protected classification;
- C. Jokes, insults, taunts, or slurs based on any personal characteristic described above in section 2.02; and/or
- D. Requesting or seeking sexual or intimate personal contact with a subordinate employee, or threatening to take adverse action if such initiatives are refused; and/or



- E. Making personnel decisions such as hiring, promotion, compensation, or other decisions affecting terms and conditions of employment based on any personal characteristic described above in section 2.02.

All employees are responsible for ensuring that harassment and bullying based on the personal characteristics described above in section 2.02 do not take place. All employees are also responsible for reporting harassment and bullying as part of their responsibilities as employees.

Therefore, 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. All reports or complaints regarding employee harassment or bullying shall be taken seriously, treated fairly and promptly and thoroughly investigated. However, the District may summarily dismiss employee complaints of harassment or bullying if all of the facts alleged and determined through investigation, even if true, do not constitute harassment or bullying under this policy. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person for filing a complaint under this policy.

The District shall take appropriate and prompt remedial action to address harassment and bullying. Employees who engage in harassment or bullying shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of harassment or bullying to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of harassment or bullying may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who engage in harassment or bullying, fail to respond to harassment or bullying complaints, or otherwise fail to take appropriate action with respect to harassment or bullying will be subject to disciplinary action, up to and including dismissal.

## **SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS**

### **3.01 District Expectations**

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

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

District employees are expected to understand that their continued employment is a function of innumerable factors, including performance, conduct, and professionalism. No list is or can be complete. Accordingly, District employees must also meet professional standards for performance and conduct reasonably expected of employees in their position, and generally, as determined by the District.

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

### **3.02 Accident/Incident Reports**

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/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*.

### **3.03 Attendance**

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

Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for in using the appropriate reasons as defined in the *Leaves* section of this *Handbook*. The District will monitor attendance and absence patterns.

Theft of time and/or improper modification of time worked records, or any misrepresentation, statement or conduct involving falsification of an employee's time worked will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

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

### **3.04 Bulletin Boards**

The Employer shall provide a bulletin board as a limited forum for employees to post professional development information. Employees may also post other information that is directly connected to employment at the District and is consistent with District policy and applicable law. The bulleting board shall not be in view of parents/guardians, students, or other members of the public.

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

All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law. The District Administrator will be provided a copy of all posted material at the time of the posting. The District Administrator and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

### **3.05 Child Abuse Reporting**

- A. Any school employee who has reasonable cause to suspect that a child has been abused or neglected or has reason to believe that a child has been threatened with or subject to abuse or neglect, shall report as provided for below in section B.
- B. A person required to report shall immediately inform, by telephone or personally, the appropriate District administrative personnel and the county department of their report and/or the basis for their report. “Inform” under this subsection means that the employee must make certain that all information contributing to their report is conveyed to appropriate personnel immediately; leaving a message is not sufficient to “inform” appropriate personnel under this subsection.

### **3.06 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. The following standards will apply to all users (students and employees) of the network/internet:

- 1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.

2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
  3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.
  4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
  5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.
- C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

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

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

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

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

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

1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
  2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
  3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
  4. Upon request from the administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
- E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records.
- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records.
  2. Confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses.

3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
  4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
  5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
  6. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
- H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

### **3.07 Confidentiality**

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

### **3.08 Conflict of Interest**

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

### **3.09 Contracts and Conflict of Interest**

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

### **3.10 Copyright**

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

### **3.11 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.

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

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

- A. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, 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, and (if applicable) employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations.
- A. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- B. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules. 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. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].

### **3.13 False Reports**

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



### **3.14 Fraud and Financial Impropriety**

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

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

### **3.15 Gambling**

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

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

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

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the District Administrator for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to and § 19.59, Wis. Stats. for information on conflicts of interest and for staff gifts and solicitations.

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

### **3.17 Licensure/Certification**

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

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

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

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available in the district office. It is expected that employees drive a school vehicle when applicable, and all plan mileage reimbursements should be preapproved by administration.

- B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the District Administrator. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle.
- C. Commercial Driver's License (CDL): In addition to the notice requirements in paragraph A, above and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.
- D. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. *See* WIS. STAT. § 121.52(2).
- E. Personal Transportation Utilized for School Use

- 1. Car Insurance

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

- 2. Personal Vehicle Reimbursement

Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District, in its discretion, provided the District's maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of one thousand dollars (\$1,000.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.

### **3.19 Outside Employment**

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

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

Every employee's appearance should be consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene. Remember, to our students, parents and the public, employees represent the District.

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

Appropriate safety gear shall also be worn at all times as deemed necessary. Any designated employees (e.g. custodial, cleaning, maintenance, transportation, food service et al), shall not wear open-toed or slip-on shoes during regular work hours.

### **3.21 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. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those files. The removal and presentation of an employee's personnel file will be done by the official personnel file custodian designated by the District. 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.

### **3.22 Personnel – Student Relations**

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

### 3.23 Physical Examination

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

### 3.24 Political Activity

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

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

### **3.25 Severance from Employment**

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

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

### **3.26 Solicitations**

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

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

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

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

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

### **3.29 Work Made for Hire**

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

### 3.30 Workplace Safety

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

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

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

B. Reporting Requirement: An employee shall report in writing all cases of accident or injury incurred in the performance of duties, on school property, or at school activities to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken. Employees shall also report, in writing, each accident and/or injury involving a student, employee or school visitor that he/she witnesses. In addition, all employees are expected to report any unsafe practices of conditions affecting persons, property or equipment.

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

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. 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.

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

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
1. Assault or battery.
  2. Blatant or intentional disregard for the safety or well-being of others.
  3. Commission of a violent felony or misdemeanor.
  4. Dangerous or threatening horseplay or roughhousing.
  5. Direct threats or physical intimidation.
  6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
  7. Physical restraint, confinement.
  8. Possession of weapons of any kind on District property [please see section 3.43].
  9. Stalking.
  10. Any other act that a reasonable person would perceive as constituting a threat of violence.
- C. Reporting Procedure: An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect himself/herself from immediate harm, such as leaving the area.
  2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.
- An employee who has received a restraining order, temporary or permanent, against an individual who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.
- D. 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.

## **SECTION 4. MANAGEMENT RIGHTS**

### **4.01 Delineation of Rights**

Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of individual employment contracts required by State Statutes and/or the Constitution, the laws of the State of Wisconsin, and the laws of 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;
- M. To contract out for goods and services; and

- N. To take any other action or refrain from such action of any kind reserved to the employer and not limited by law.

## **SECTION 5. GRIEVANCE PROCEDURE**

### **5.01 Purpose**

The purpose of this Section is to provide an employee with the individual opportunity to address concerns regarding discipline, termination, or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the Board of Education, where appropriate. The District expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the grievance procedure.

If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable. This procedure does not replace or supersede any statutory provision which may be applicable to an employee's employment with the District. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or Wisconsin statute, or subject to a different dispute resolution process, is excluded from this grievance procedure. This grievance procedure does not create a legally binding contract or a contract of employment.

#### **I. Definitions**

##### **A. Definition of "Employee":**

1. For purposes of discipline and termination under this grievance procedure, an employee shall be defined to include regular full-time, part-time, and limited term employees. All other individuals employed by the District, such as casual employees, temporary employees, and short-term substitutes as well as independent contractors are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.
2. For purposes of workplace safety under this grievance procedure, an employee shall be defined to include regular full-time, part-time, limited term, casual, and temporary employees. All other individuals employed by the District are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

**B. Definition of "Discipline":** For purposes of this procedure, "discipline" means an employment action that result in a disciplinary suspension or disciplinary demotion. "Discipline" for purposes of access to this grievance procedure does not include any written or verbal notices, warnings, reprimands, or reminders; verbal disciplines will be documented, but is not subject to the grievance procedure. The purpose of written and verbal notices, warnings, reprimands, or reminders is to alert the employee that failure to correct the behavior may result in disciplinary suspension, without pay, disciplinary termination, or disciplinary demotion.

**C. Definition of “Termination”:** For purposes of this procedure, “termination” means a separation from employment directed by the employer, generally for disciplinary and/or performance reasons. “Termination” does not include nonrenewal, layoff, reduction in workday, furlough, reduction in workforce, job transfer or reassignment, or the end or completion of temporary employment, or any other separation from employment not covered by the definition of “termination” set forth above; such matters are not subject to the grievance procedure.

**D. Definition of “Workplace Safety”:** For purposes of this procedure, “workplace safety” includes any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. “Workplace Safety” does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

## **II. General Provisions**

**A. Role and Appointment of “Impartial Hearing Officer”:** For purposes of this procedure, the role of the “Impartial Hearing Officer” will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties’ respective arguments. The Impartial Hearing Officer shall be appointed by the Board of Education and legal counsel based upon the nature of the matter in dispute.

**B. Time Limits:** Failure to submit or process a grievance by the employee within the time limits specified below, or agreed upon extensions, shall constitute waiver of the grievance and it will be considered resolved on the basis of the District’s last answer. Failure of a District representative to meet the time limits specified below shall cause the grievance to move automatically to the next step in the procedure within seven (7) days of such failure. A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date. The time limits contained in this procedure are to be strictly observed and can only be extended upon the express written consent of the parties.

**C. Days:** The term “days” as used in this provision means calendar days, excluding holidays as defined in the Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday, or holiday as defined in the Handbook, the time limit is the next day which is not a Saturday, Sunday, or holiday.

**D. Scheduling:** Grievance meetings and hearings will typically be held during the employee’s off-duty hours. Time spent in grievance meetings and hearings shall not be considered as compensable work time.

- E. Representation:** The employee shall have the right to representation during the grievance procedure at the employee's expense.

**III. Procedure for Grievances Concerning Employee Terminations and Employee Discipline:**

*The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.*

**Step 1:** An earnest effort shall be made to settle the matter informally between the aggrieved employee and the employee's immediate supervisor. If the grievance is not resolved informally, then it shall be reduced to writing by the employee who shall submit it to the employee's immediate supervisor within ten (10) days after the facts upon which the grievance is based first became known, or should have become known, to the employee.

The written grievance shall provide the following information:

1. The name and position of the grievant;
2. A detailed statement concerning the subject of the grievance;
3. The facts upon which the grievance is based;
4. The specific relief being sought;
5. The date on which the incident or alleged violation took place;
6. The specific Board Policy, *Handbook* provision, or contract provision alleged to have been violated; and
7. The signature of the grievant and the date.

The supervisor will reply in writing to the employee within ten (10) days after receipt of the written grievance.

**Step 2:** If the grievance is not settled in Step 1, and the employee wishes to appeal the decision of the supervisor, the employee shall submit the written grievance to the District Administrator or designee within ten (10) days after receipt of the supervisor's written answer.

The District Administrator or designee will meet with the employee and the employee's immediate supervisor within ten (10) days after receipt of the written grievance. Within ten (10) days of this meeting, the District Administrator or designee will reply in writing to the employee's grievance.

If the employee's immediate supervisor is the District Administrator, the employee shall skip Step 2 and proceed directly to Step 3.

**Step 3:** If the employee wishes to appeal the decision of the District Administrator or designee, the employee shall submit a written request for a hearing before an Impartial Hearing Officer within ten (10) days after receipt of the

District Administrator's or designee's decision. The employee's request shall be submitted to the District Administrator or designee. The Impartial Hearing Officer will be appointed by the Board of Education and legal counsel.

If timely requested, the hearing will normally be scheduled within ten (10) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating the reasons for one of four decisions: 1) Sustaining the discipline/termination, 2) Modifying the discipline/termination, 3) Denying the discipline/termination, or 4) Recommending additional investigation prior to final determination.

The Impartial Hearing Officer shall issue the written decision to the employee and employer within ten (10) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

The Impartial Hearing Officer may elect to issue a written decision in lieu of conducting a hearing if the employee's written grievance fails to identify the specific Board Policy, *Handbook* provision, or contract provision alleged to have been violated.

**Step 4:**

The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within ten (10) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

Level of Review: The Board of Education reserves the right to determine the appropriate procedure for review of the Impartial Hearing Officer's decision.

The Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

#### **IV. Procedure for Grievances Concerning Employee Workplace Safety:**

*The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.*

**Step 1:** Any employee who personally identifies, or is given information about, a workplace safety issue or incident must notify his/her immediate supervisor of the issue or incident as soon as reasonably practicable. All workplace safety issues and incidents, no matter how insignificant the situation may appear to be, must be reported by an employee to their immediate supervisor within 24 hours after the incident or issue was raised in order to be addressed as part of the grievance procedure.

A written report of the incident or issue, outlining the events that transpired and proposed resolution, if any, shall be submitted to the Building Principal for review and consideration within ten (10) days of the incident or issue.

**Step 2:** After receipt of the written report, the Building Principal or designee will conduct additional investigation, as required, and normally issue a final report on its findings and conclusions within thirty (30) days of receipt of the written report. Copies of the report will be given to the persons who signed the written report as well as to the District Administrator or designee.

**Step 3:** The employee may appeal the findings and conclusions of the Building Principal and request the appointment of an Impartial Hearing Officer within ten (10) days after receipt of the Building Principal's report. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within ten (10) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating one of three outcomes: 1) Sustaining the conclusions of the Building Principal, 2) Denying the conclusions of the Building Principal and ordering additional or alternative remedial measures, or 3) Recommending additional investigation prior to final determination.

The Impartial Hearing Officer shall issue the written decision to the employee and employer within ten (10) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial

Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

**Step 4:** The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within ten (10) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

**Level of Review:** The Board of Education reserves the right to determine the appropriate procedure for review of the Impartial Hearing Officer's decision.

The Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

## **SECTION 6. PAYROLL & DEDUCTIONS FROM PAYROLL**

### **6.01 Payroll Dates**

The payroll dates shall be the 1<sup>st</sup> and 15<sup>th</sup> of each month. If the 1<sup>st</sup> or 15<sup>th</sup> of the month fall on a weekend, the payroll date will be the preceding Friday. If a paid holiday falls on the 1<sup>st</sup> or 15<sup>th</sup>, payroll deposits shall be issued on the preceding day.

### **6.02 Data Change**

All employees need to notify the district payroll clerk if any changes occur in your name, home address, telephone number(s), marital status, name or number of dependents, number of tax exemptions, insurance classification, beneficiary changes, or individuals to be contacted in case of emergency. This information is necessary as it may affect your compensation, dependent's eligibility for medical insurance, and other important matters.

### **6.03 Questions and Concerns**

It is the Employer's policy to comply with applicable wage and hour laws and regulations. If you have any questions or concerns about your salaried status or you believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately raise the matter with the Bookkeeper or District Administrator who can assist you in understanding the information that is required in order to investigate the matter.

The Employer is committed to investigating and resolving all complaints as promptly, but also as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed and the Employer will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

## **SECTION 7. SICK LEAVE**

### **7.01 Sick Leave Earned**

- A. Full time exempt employees shall accrue sick leave at the rate of ten (10) days per year.
- B. Non-exempt employees working 7 or more hours shall accrue one (1) day per month (up to a total of twelve (12) days per year).
- C. Part-time employees working at least 4 hours but no more than 6.75 hours shall accrue ten (10) days per year on a prorated basis.

### **7.02 Sick Leave Use**

- A. Sick leave shall be paid for any absence from work due to the:
  - 1. Personal illness, injury or serious health condition of the employee;
  - 2. Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a disability as set forth in Wisconsin Administrative Code section PI 11.02(2) and §115.76(5), Stats. (Examples of a disability include: cognitive disability, learning disability, autism, etc.)
  - 3. Serious health condition of a spouse, child, domestic partner or parent.
  - 4. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
- B. The district may require a statement from the employee's caregiver in order for the employee to receive payment for any scheduled work time that was missed because of injury or illness.

### **7.03 Sick Leave Accumulation**

Sick leave for full-time and part-time employees will accumulate from year to year.

### **7.04 Sick Leave and Long-term Disability**

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

### **7.05 Payout of Accumulated Sick Leave**

Upon retirement, an employee will be reimbursed thirty (\$30.00) dollars for each day of unused sick leave with a maximum payout of five thousand (\$5,000.00) dollars. Upon leaving the district, an employee will be reimbursed fifteen (\$15.00) dollars for each day of unused sick leave with a maximum payout of two thousand five hundred (\$2,500.00) dollars.

### **7.06 Reporting Procedure**

Except in emergency situations or situations beyond the control of the individual employee, the employee is required to inform his/her supervisor not less than one hundred twenty (120) minutes before his/her normal daily starting time of his/her need to be absent for one of the reasons stated above.



## **7.07 Family Medical Leave**

Medical and Family Leave will be granted in accordance with state and federal law.

## **SECTION 8. JURY DUTY LEAVES**

### **8.01 Jury Duty Leave**

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

### **8.02 Employee Notice**

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

### **8.03 Payment for Time Out on Jury Duty**

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

## **SECTION 9. BEREAVEMENT LEAVE**

### **9.01 Bereavement/Funeral Leave for a Death in the Immediate Family**

In the event of death of the employee's spouse or children including step-children, parent or grandchild, the employee shall be allowed per occurrence up to five (5) days off work to travel to, make preparations for, and attend the funeral and related services.

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

- A. Employees shall be granted up to three (3) days per occurrence to travel to, make preparations for, and attend the funeral and related services of a sibling, grandparent, or individual residing in the employee’s household, including in-laws and step-relatives of the same relation as provided herein.
- B. Employees shall be granted up to one (1) day off to travel to, make arrangements for, and attend the funeral and related services of a grandparent, aunt, uncle, niece, nephew, including in-laws and step-relatives of the same relations, or close personal friend.

### **9.03 Part-time Employee**

Eligible part-time employees will receive bereavement leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works 40 hours per week.

### **9.04 Bereavement Leave Increments**

Bereavement leave may be allowed in increments of one (1) hour.

## **SECTION 10. PERSONAL LEAVE**

### **10.01 Personal Days Provided**

- A. Full-time Employees: Full-time employees will be granted two (2) days of personal leave.
- B. Part-time Employees: Eligible part-time employees will receive two (2) days of personal leave on a prorated basis.
- C. Personal leave may be used in increments of no less than four (4) hours.
- D. Personal leave cannot be “carried over” or accumulate.
- E. Reimbursement for personal leave. Staff will be reimbursed \$75 for each unused personal day at the end of the year.

### **10.02 Reasons for Personal Leave**

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

### **10.03 Personal Leave Day Restrictions**

The personal leave day will not be granted during the first or last week of a semester, on a parent-teacher conference day or on an in-service day. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. Personal leave shall not be used 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.

### **10.04 Approval of Personal Leave**

- A. A request submitted in Employee Access shall be made as far in advance as possible, normally not less than five (5) days. Emergencies may delay the submitting of the written statement until the employee returns to work.
- B. The Administrator has the right to approve or disapprove all requests.

### **10.05 Part-time Employees**

Part-time employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works 40 hours per week.

## **SECTION 11. UNIFORMED SERVICES LEAVE**

### **11.01 Uniformed Services Leave of Absence**

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

## **SECTION 12. UNPAID LEAVES OF ABSENCE**

- A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least ten (10) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year.
  
- B. Benefits During Leave:
  - 1. Length of service and other benefits shall not accrue during such leave.
  - 2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
  - 3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
  
- C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable.

## **SECTION 13. BENEFITS APPLICABLE TO ALL EMPLOYEES**

### **13.01 Cafeteria Plan/Health Savings Account**

The District will provide an Internal Revenue Service authorized health savings account [HSA] to permit employees to reduce their salary and contribute to an HSA to cover the following expenses:

- A. Permitted medical expenses not covered by the insurance plan such as copayments, prescription medications and medical supplies.

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

### **13.02 Dental Insurance**

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

- A. Full-time professional employees will have either a family or single dental insurance plan available with the District paying a maximum of 94% per month for coverage. Employees hired after the 2010/2011 school year, and thereafter, will have a maximum of 90% per month paid by the District. Effective September 1, 2023, employees will have an annual maximum benefit of two thousand (\$2,000.00) dollars per calendar year.
- B. Part-time professional employees will have a single dental insurance plan available with the District paying a maximum of 94% per month for coverage. Employees hired after the 2010/2011 school year, and thereafter, will have a maximum benefit of 90% per month paid by the District. Effective September 1, 2023, employees will have an annual maximum benefit of two thousand (\$2,000.00) dollars per calendar year.

### **13.03 Health Insurance**

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

### **13.04 Liability Insurance**

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

### **13.05 Long-Term Disability**

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

### **13.06 Life Insurance**

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

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

The Board agrees to 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.

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

Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and subsequent amendments to the Act, employees covered under an employer's group health care plan are


eligible for continuation of health care coverage under the group plan upon the employee's termination (except for gross misconduct) or reduction in hours. COBRA regulations also allow the employee's spouse and covered dependents to elect continuation coverage upon the employee's death, divorce or legal separation, an employee's entitlement to Medicare, a dependent's loss of dependent status under family coverage, or the employer's filing of a bankruptcy proceeding.

All employees, as well as their qualified dependents, will receive notice of mandated insurance continuation benefits at the time of hire or whenever the plan coverage for the employee begins. If a qualifying event occurs which entitles the employee and/or qualified dependents to continuation coverage, the plan administrator will notify the qualified beneficiaries of their right to elect continuation coverage. Unless otherwise agreed, continued participation is solely at the participant's expense.

## **SECTION 14. WORK STOPPAGE**

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

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



## **SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL**

### **1.01 Standard for Nonrenewal for Teachers**

Full-time teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats. and is not covered by the grievance procedure under this *Handbook*. However, the District may, in its discretion, authorize access to the grievance on a case-by-case basis, if and when appropriate under state law.

### **1.02 Standard for Discipline and Termination**

A teacher may be disciplined or terminated for any reason that is not arbitrary and capricious.

### **1.03 Representation**

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

### **1.04 Disciplinary Materials**

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

## **SECTION 2. PROFESSIONAL HOURS/WORKDAY**

### **2.01 Normal Hours of Work**

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1) (L), Wis. Stats.

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free thirty (30) minute lunch period. The actual workday for each building shall be 7:30 a.m. – 3:30 p.m.

Teaching is a salaried position and it is expected that time will be spent beyond the regular workday to complete required tasks including, but not limited to, student supervision, attending school-sponsored events such as field trips, open houses and graduation, and meeting with students, parents, community members and colleagues as necessary and as directed by the District.

### **2.02 Administratively-Called Meetings**

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

thirty (30) minutes later than the end of the normal workday. The number of staff meetings shall be established by the District. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively-called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

### **2.03 Consultation with Parents**

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

### **2.04 Flexible Scheduling during Workweek**

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

### **2.05 Emergency School Closures**

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

### **2.06 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.

## **SECTION 3. PROFESSIONAL GROWTH**

### **3.01 Requirement to Remain Current**

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



### **3.02 Credit Reimbursement**

The School District of Thorp will reimburse teachers \$100.00/credit provided the course has been preapproved by the District Administrator. Courses should be relevant to the subject area the educator teaches or must show advancement in educator effectiveness. Teachers will be limited to three credits per fiscal year.

## **SECTION 4. TEACHER SUPERVISION AND EVALUATION**

### **4.01 General Provisions**

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.

### **4.02 Evaluators**

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a certified building principal, assistant principal, district administrator, or any other individual designated at the discretion of the administrator. The administrator may be a District employee or a non-District employee.

## **SECTION 5. TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS**

### **5.01 Teacher Assignments, Vacancies and Transfers**

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator and/or his/her designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator. Consideration shall be given to these requests, but the District Administrator retains full discretions to make assignments.
- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted for a minimum of five (5) days and a district wide e-mail will be sent. The posting shall include the date the position is to be filled, title of position, requirements, the rate of pay and benefits. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.
- D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term

“applicant” refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.

- E. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary, the District will transfer the employee at its discretion.

## **5.02 Employee Resignations**

- A. The teacher’s individual contract shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:
1. The teacher must give the District notice that he/she intends on severing his/her contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.
  2. It is agreed that liquidated damages are due to the District with the sixty (60) calendar day notice of resignation as follows:
    - a. One thousand five hundred (\$1500.00) dollars if the employee’s resignation is effective on or after July 1<sup>st</sup>, but before August 1<sup>st</sup>.
    - b. Three thousand dollars (\$3,000.00) if the employee’s resignation is effective on or after August 1<sup>st</sup>, or if the employee’s resignation is effective on or after the start of the school year.
  3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by June 15<sup>th</sup>, or whose resignation is tendered and effective after the end of the school year, but before July 1<sup>st</sup>.
  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.
  6. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.

The Board is not precluded from seeking and recovering the actual amount of damages resulting from such a breach by the said teacher.

## **5.03 Teacher Absence and Substitutes**

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

## **5.04 Extended Contracts**

Additional contract days may be added to the contracted school calendar for each teacher upon mutual agreement of the teacher and the District. Teachers shall be compensated for said days at their individual contracted per diem rates of pay as per \$25/hour for each of the extended contract days. Days may be scheduled in full or partial day increments.

## **5.05 Event Supervision**

Teachers will be expected to supervise school district events as assigned by the District and may be paid at a rate determined by the District. The typical payment for supervising a normal event will be twenty-five (\$25.00) dollars per event. The rate of pay may be increased for larger events.

# **SECTION 6. REDUCTION IN FORCE, POSITIONS & HOURS**

## **6.01 Reasons for Reduction in Force**

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

## **6.02 Notice of Reduction**

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The nonrenewal notice shall specify the effective date of the nonrenewal and the right to a private conference under § 118.22, Wis. Stats. and will refer the employee to the reduction in force provision in this *Handbook*.

## **6.03 Selection for Reduction**

The needs of the Employer shall be the prime consideration used in the Employer's determination of which employees shall be laid off. The rehiring of employees that have been laid off shall be determined by the Employer based on its need for the most qualified person to perform the available work.

## **6.04 Insurance Benefits Following Nonrenewal**

Please see Part I, Section 13 (COBRA) for a full explanation of insurance continuation options.

# **SECTION 7. PROFESSIONAL COMPENSATION**

## **7.01 In-Service and Other Training**

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

Teachers may attend conferences and workshops in their field without loss of pay for a maximum of three (3) days per school year with prior administrative approval. Expenses for such conferences and workshops shall be reimbursed by the District.

## 7.02 Overload Pay

The normal daily work load for grades 1-12 shall consist of no more than seven instruction/supervision periods (with no more than six instructional) and with at least one prep period. If the District assigns more than six instructional tasks or no prep period, it shall pay the teacher \$2,500/semester for the overload assignment (whether loss of preparation time or too many instructional periods).

## 7.03 Compensation for Substituting

Employees will receive substitute pay (\$30 per period) if it is during their prep hour.

# SECTION 8. INSURANCES

## 8.01 Dental Insurance

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

### A. Eligibility.

1. All full-time professional employees will have either a family or single dental insurance plan available, with the District paying a maximum of 94% per month for either family or single coverage. Employees hired after the 2010-2011 school year, and thereafter, will have a maximum of 90% per month paid by the District for either family or single coverage.
2. All part-time professional employees requiring single plan insurance coverage will have this provided by the District at a maximum of 94% per month. Part-time employees hired after the 2010-2011 school year, and thereafter, will have a maximum of 90% per month paid by the District.

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

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

## 8.02 Health Insurance

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

### A. Eligibility.

1. Minimum Hours for Eligibility: An employee whose contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's health

insurance. Full-time equivalency is defined as eight (8) hours per day. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
- B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* and in the individual contract terminate according to the following schedule:
1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
  2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.
- C. Premium Contributions:
1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 87.4% of the single premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.
  2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than 87.4% of the family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

### **8.03 Liability Insurance**

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

### **8.04 Long-term Disability**

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

A. Eligibility:

1. Minimum Hours for Eligibility: An employee whose individual contract has an assignment of at least 50% is eligible to participate in the District's long-term disability insurance. Full-time equivalency is defined as 8 hours per day. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute

assignments, etc. Employees whose assignments are for less than 50% are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent (50%) of a full-time equivalency, but less than a full-time one hundred percent (100%) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
- B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The long-term disability insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:
1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
  2. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate August 31.
- C. Premium Contributions: The District shall pay 100% for long-term disability insurance. The benefits will be equal to ninety percent (90%) of the employee's monthly wages. Coverage shall begin after the 60<sup>th</sup> consecutive calendar day of disability and continue until the employee is eligible to work or after 24 months or becomes eligible for social security.

## **8.05 Life Insurance**

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

## **SECTION 9. POST-EMPLOYMENT BENEFITS**

### **9.01 Post-Employment Benefit**

A teacher with at least 10 years of local experience shall be eligible for voluntary early retirement. This may be taken in the school year in which the employee turns 55 or thereafter. Compensation shall be determined as follows:

1. Retiree will receive two hundred fifty (\$250.00) dollars per month.
2. The maximum eligibility would be 8 years or until eligible for Medicare, whichever comes first.
3. Part-time employees: Any payment for early retirement in accordance with the contract language shall be based upon the average percentage of contract issued over the previous 10 years.

## **9.02 Unused Sick Leave and Sick Leave Pay Out**

Upon retirement, an employee will be reimbursed thirty (\$30.00) dollars for each day of unused sick leave with a maximum payout of five thousand (\$5,000.00) dollars. Upon leaving the district, an employee will be reimbursed fifteen (\$15.00) dollars for each day of unused sick leave with a maximum payout of two thousand five hundred (\$2,500.00) dollars.

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



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

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

The District Administrator is solely responsible for implementing any or all disciplinary measures, including, but not limited to, suspension and/or dismissal from employment. An employee may be disciplined and/or dismissed from employment for any reason that is not arbitrary and capricious.

### **1.02 Representation**

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

### **1.03 Disciplinary Materials**

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

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

### **2.01 Letter of Appointment**

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

A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full reduction in force. In the case of a change of assignment the employee shall be provided with at least five (5) calendar days' notice of the change of assignment, if practicable, as determined by the administration.

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

A regular full-time workday is eight (8) hours, excluding lunch time. Because of different schedule requirements, 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.

### **2.03 Regular Workweek**

A regular work week is forty (40) hours or fewer. The regular work week is five (5) consecutive days unless the immediate supervisor assigns the employee to a different work schedule. This section shall not

be construed as a guarantee or limitation on the number of hours per day or hours in a work week which may be scheduled or required by the District.

## **2.04 Part-time Employees**

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

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

- A. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate supervisor. Any exception to this policy requires the review and approval of Administration.
- 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.
- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated on the back of the employee's time card. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

## **2.06 Compensatory Time Off**

In lieu of overtime pay, employees may, at their option, choose to receive compensatory time off. Compensatory time off may be taken by mutual agreement between the employer and the employee and must be included in the employee's regular 40-hour work week.

## **2.07 Lunch Period**

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

## **2.08 Time Cards of Hours Worked**

Time cards shall be used by all employees. Employees are responsible for their own time cards. If an employee leaves the premises for any personal reason, the time should be deducted on their time card.

## **2.09 Emergency School Closings**

- A. In conjunction with local health and/or public safety authorities, the District may decide to close school or take other emergency measures in order to safeguard the health and welfare of employees and the public and/or because a situation exists affecting the ability of employees to perform their job. Examples of emergency conditions might include power outages, a natural disaster, or a quarantine imposed by health officials. If this happens, employees shall suffer no loss of compensation due to school closing.

## **2.10 Call-In Pay**

Employees called in to work hours outside of their regular work schedule that are not contiguous with their regular work schedule, except as noted below, shall be paid no less than two (2) hours pay. The District may, at its discretion, require such employees to work the full two (2) hour period. Employees called in to open the building for a special event (e.g., use of school District facilities by an outside agency or for co-curricular events) will be paid for the time that the employee is required to be at the District.

## **2.11 Attendance at Meetings**

Employees required to attend meetings called or scheduled by the Employer shall be paid for all hours spent in attendance at such meetings.

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

## **3.01 Reasons for Reduction in Force**

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

## **3.02 Notice of Reduction**

The District will give at least fourteen (14) calendar days' notice of layoff. The notice of layoff shall specify the effective date and that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address, and that it will refer the employee to the Reduction in Force provision in this *Handbook*.

## **3.03 Selection for Reduction**

The needs of the Employer shall be the prime consideration used in the Employer's determination of which employees shall be laid off. The rehiring of employees that have been laid off shall be determined by the Employer based on its need for the most qualified person to perform the available work.

## **3.04 Reduction in Hours**

Employees who are reduced in hours shall not lose any benefits they have accrued. Benefits are defined as length of service, sick leave, and vacation earned as an employee. Reduced-in-time employees shall be treated as part-time employees under this *Handbook*.

## **3.05 Insurance Benefits**

Please see Part I, Section 13, subsection 13.07, (COBRA) for an explanation of insurance continuation options.

## **3.06 Accrued Benefits**

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

## **3.07 Other Employment**

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

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

### **4.01 Job Posting**

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally simultaneously for a minimum of five (5) working days. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.

### **4.02 Interviews**

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

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

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

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

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

### **4.05 Involuntary Transfers**

When the District determines that an involuntary transfer of an employee is necessary, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference.

## **SECTION 5. PAID VACATION**

### **5.01 Notice**

Each employee shall be notified of their total number of vacation days on each payroll advice of deposit.

### **5.02 Calendar Year Full-Time Employees**

Full-time, non-exempt employees working 7 or more hours per day shall accrue vacation days based on the chart below. This will include the secretaries and maintenance/custodial positions only.

After 1 year	After 5 years	After 10 years	After 20 years
5 days	10 days	15 days	20 days

### **5.03 Scheduling of Vacation**

Vacation time requires the prior approval of the employee's supervisor.

## **5.04 Vacation Accumulation**

Unused vacation days may not be accumulated.

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

Earned vacation shall be paid according to the proportion of full months worked to the total contract year. If the full two (2) weeks' notice is not given, earned vacation will be forfeited.

Custodial vacations shall be taken during the time when school is not in session, however, with prior administration approval, at least one (1) Custodial employee may be granted vacation during the time when school is in session.

# **SECTION 6. HOLIDAYS**

## **6.01 Holidays Defined**

All full-time, non-exempt employees and part-time, non-exempt employees working at least 5.75 hours per day are eligible to receive compensation for holidays; temporary or limited-term employees are not eligible.

- A. Paid holidays will be: January 1, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving, Friday after Thanksgiving, December 24, 25 and 31. (12-month non-exempt employees and any non-exempt employee working through July 4<sup>th</sup> will be the only ones eligible to receive compensation for that holiday.)

## **6.02 Holidays Falling on Weekends**

If any of the holidays listed above, fall on a Saturday or Sunday, the holiday will be rescheduled on the Friday immediately preceding, the Monday immediately succeeding, or as determined by the employer.

## **6.03 Eligibility for Holiday**

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

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

## **8.01 In-Service Training**

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

# **SECTION 9. EMPLOYEE EVALUATIONS**

## **9.01 Evaluation**

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

## **9.02 Procedures and Instruments**

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

## **9.03 Frequency**

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

## **9.04 Receipt of Evaluation**

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

## **9.05 Comments, Disputes**

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

## **9.06 Evaluators**

The Employer shall have the sole right to determine whether or not employees shall be evaluated and by which supervisory personnel.

# **SECTION 10. RESIGNATION FROM EMPLOYMENT**

## **10.01 Notice of Termination of Employment**

Employees will give written notice of termination of employment, as soon as possible, but at least ten (10) working days prior to the effective date of resignation. If an employee has overused the holiday, sick or vacation time earned, the employee will have an amount equal to the value of that overused leave withheld from his or her last paycheck. The District's obligation to pay its share of the employee's insurance benefits will terminate on the date that the resignation is effective.

# **SECTION 11. INSURANCES**

## **11.01 Dental Insurance**

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

### **A. Eligibility.**

1. All full-time professional employees will have either a family or single dental insurance plan available, with the District paying a maximum of 94% per month for either family or single coverage. Employees hired after the 2010/2011 school year, and thereafter, will have a maximum of 90% per month paid by the District for either family or single coverage. Effective July 1, 2023, employees will have an annual maximum benefit of \$2,000 per calendar year.
2. Professional employees working part-time, and requiring single plan insurance coverage, will have this provided by the District at a maximum of 94%, or 90% if hired after the 2010/2011 school year, per month.

### **B. Commencement and Termination of Benefits.** Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* and on the individual letter

of assignment shall cease at the end of the month the employee's resignation or termination becomes effective.

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 94% of the monthly premium of the dental insurance plan. Employees hired after the 2010/2011 school year, the District shall pay 90% of the monthly premium.
2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than 94% of the family premium of the dental insurance plan. Employees hired after the 2010/2011 school year, the District shall pay 90% of the monthly premium.

## **11.02 Health Insurance**

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's health insurance. Full-time equivalency is defined as working 8 hours per day. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.
2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.

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

C. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than 87.4% of the single premium of the lowest cost health insurance plan.

2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than 87.4% of the family premium of the lowest cost health insurance plan.

### **11.03 Liability Insurance**

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

### **11.04 Long-Term Disability**

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

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

1. Minimum Hours for Any Board Contribution: An employee whose individual letter of assignment has an assignment of at least 50% is eligible to participate in the District's long-term disability insurance. Full-time equivalency is defined as forty (40) hours per week. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than 50% are not eligible to participate in the District's long-term disability insurance plan. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.
- B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease at the end of the month the resignation or termination becomes effective.
- C. Premium Contributions: The District shall pay 100% for long-term disability insurance. The benefits will 60<sup>th</sup> consecutive calendar day of disability and continue until the employee is eligible to work or 24 months or age 65.

### **11.05 Life Insurance**

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



## **SECTION 12. POST-EMPLOYMENT BENEFITS**

### **12.01 Unused Sick Leave and Sick Leave Pay Out**

Upon retirement, an employee will be reimbursed thirty (\$30.00) dollars for each day of unused sick leave with a maximum payout of five thousand (\$5,000.00) dollars. Upon leaving the district, an employee will be reimbursed fifteen (\$15.00) dollars for each day of unused sick leave with a maximum payout of two thousand five hundred (\$2,500.00) dollars.

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

## **SECTION 1. ADMINISTRATIVE EMPLOYEES**

### **1.01 Administrators and Support Staff**

Administrators and Support Staff with individual contracts that are employed in the District are subject to the terms provided in each individual contract.

***Part V –  
Co-Curricular Staff***





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

### **1.01 Letter of Assignment**

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

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

### **1.02 Payments**

Payments for extra-curricular activities shall be made in accordance with District payroll.

### **1.03 Work Schedule**

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

### **1.04 Evaluation of Extra-Curricular Assignments**

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

### **1.05 Volunteers**

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

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

- E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
- F. They accept direct and indirect supervision of the head coach; and,
- G. They may be dismissed at any time without cause.

### **1.06 Clinics**

Coaches may attend clinics and workshops with expenses paid at the discretion of the school district. One (1) day per sport will be allowed.

### **1.07 Athletic Tournaments**

High School coaches and advisors may attend state tournaments or events with expenses paid at the discretion of the school District.