

GRANTON AREA SCHOOL DISTRICT

EMPLOYEE HANDBOOK

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PART I

PROVISIONS APPLICABLE TO ALL STAFF

EDUCATIONAL PHILOSOPHY AND GOALS

Interests, attitudes, skills and habits developed during the school years of a person's life greatly influence the individual's behavior as an adult. The educational opportunities provided at Granton Area Schools are designed to enable students to gain knowledge, work skills, learn acceptable social concepts, and develop appreciations and values, which shall help them become responsible members for their community.

The opportunity to participate in the programs of the school shall be extended to all residents of the community provided statutory, and school board regulations and requirements have been fulfilled. For the individual to realize maximum benefits from these programs, the student must be willing to accept the responsibilities, which go along with the educational privileges.

All aspects of the school's program of studies and activities shall be concerned with the total development of the individual student. It is recognized that students have differing interests, needs, and abilities. Therefore, course offerings, school activities, and teaching methods shall be planned which will provide for individual differences and which will enable each student to develop according to his or her capability. Every effort shall be made to help the students experience success in their search for personal improvement.

The goals of education may best be achieved through cooperation and understanding among students, parents, faculty and members of the community. The working relationships shall be purposeful and business-like with mutual respect for individuals and their ideas, accomplishments and objectives. Each person involved in the educational process shall work towards the overall goal of maximum educational advancement for each child.

Therefore, we believe the district goals to be to:

- A. Provide a safe learning environment.
- B. Provide a well-rounded curriculum for teaching students the fundamentals that will prepare them for a four-year college, technical college, or the work world.
- C. Provide a learning environment that will maximize the potential of all students.
- D. Provide opportunities to develop each student's imagination, creativity and constructive and critical thinking.
- E. Provide the skill each student needs to become a functioning, self-supporting, productive adult.
- F. Provide opportunities that showcase the importance of a lifelong love for learning.
- G. Provide opportunities to share their own cultures and to be aware of other cultural expressions and heritage.

- H. Provide opportunities to develop an awareness of our political system starting at the school level and moving through all levels of government.
- I. Provide opportunities to develop knowledge and responsibility concerning global resources.
- J. Provide opportunities for career education and occupational awareness.
- K. Provide the opportunity to develop each individual's abilities, goals, and self-concept.

SECTION 1: PREAMBLE AND DEFINITIONS

1.01 About this Handbook

- A. Employees Covered: This handbook is provided as a reference document for all Granton Area School District (hereinafter referred to as "District") employees.
- B. Disclaimer: The contents of this handbook are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without prior notice; however, changes will be communicated to the staff. The language which appears in this handbook is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment. Notwithstanding any provisions of this handbook, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this handbook or individual contract. In case of a direct conflict between this handbook, rules, regulations or policies of the Board and any specific provisions of an individual contract or collective bargaining agreement, the individual contract or collective bargaining agreement shall control.

This employee handbook is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this handbook should not be considered all inclusive. Copies of Board policies 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 Granton Area School District Board of Education.

1.02 Definitions

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.

Twelve-Month Full-Time Employee - Any employee who is scheduled to work forty (40) hours per week on a regular basis in all twelve months.

Twelve-Month Part-Time Employee - Any employee who is scheduled to work less than forty (40) hours per week on a regular basis in all twelve months.

Extended School-Year Full-Time Employee - Any employee who is scheduled to work forty (40) hours per week on a regular basis for 210 or more days, but less than twelve months.

Extended School-Year Part-Time Employee - Any employee who is scheduled to work less than forty (40) hours per week on a regular basis for 210 or more days, but less than twelve months.

School-Year Full-Time Employee - Any employee who is scheduled to work forty (40) hours per week on a regular basis during the school year.

School-Year Part-Time Employee - Any employee who is scheduled to work less than forty (40) hours per week on a regular basis during the school year.

Temporary Employee - Any employee hired to fill a short-term staffing need not to exceed fifty (50) working days in length.

Substitute Employee - Any employee used to replace regular employees for absenteeism, illness, vacations, and other types of employee leaves.

Substitute/Temporary Employees: Substitute/Temporary Employees are defined as persons hired on a limited basis to replace a regular employee during the regular employee's leave of absence or for a specific projects for a specific length of time. A substitute/temporary employee has no expectation of continued employment.

Supervisor: Responsible for overseeing the work of at least one other employee.

Teacher: Teachers are defined as persons hired under a contract under § 118.22, Wis. Stats.

1.03 General Personnel Policies

This employment handbook does not supersede the provisions in District policies.

SECTION 2: EMPLOYMENT LAW

2.01 Non-Discrimination

The Granton Area School District complies with all state and federal laws and regulations prohibiting discrimination, and with all requirements and regulations of the Department of Public Instruction of the State of Wisconsin and the U.S. Department of Education. It is the policy of the Granton Area School District that no person, on the basis of sex, race, religion, color, national origin (including a student whose primary language is not English), ancestry, creed, pregnancy, parental status, marital status, sexual orientation, or physical, mental, emotional or learning disability shall be discriminated against, excluded from participation in, or denied the benefit of any curricular, extra-curricular, pupil services, recreational or other program or activity, or employment, for which it is responsible.

Discrimination means any action, policy or practice, including bias, stereotyping and harassment (both pupil and employee), which is detrimental to a person or group of persons and differentiates, distinguishes, limits or denies opportunities, privileges, roles, or rewards based, in whole or in part, on "the protected categories listed above", which perpetuates the effects of past discrimination.

2.02 Discrimination and Harassment.

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment based on any personal characteristic described in section 2.03. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

- A. Unwelcome sexual advances, comments or innuendos;
- B. Physical or verbal abuse;
- C. Jokes, insults or slurs directed toward the protected groups set forth above (Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks);

D. Taunting based on personal characteristics described above intended to provoke an employee; and/or requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

All employees are responsible for ensuring that discrimination and harassment do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of discrimination or harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures. All reports regarding employee discrimination or harassment shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee discrimination or harassment. Actions that result in discrimination on a basis not related to an employee's job performance or those that are determined to be harassment shall be subject to disciplinary action, up to and including dismissal (See School Board Policy, Chapter 1 Section H).

2.03 Employment of Minors

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

2.04 Equal Opportunity

It is the policy of the District that no person may be illegally discriminated against by reason of their age, race, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political affiliation, use or nonuse of lawful products off the District's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious 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 (See School Board Policy, Chapter 1 Section C).

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

2.05 Equal Opportunity Complaints

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy (See School Board Policy – Chapter 1 Section D).

2.06 Fair Labor Standards Act

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA]. For non-exempt employees, information concerning overtime, compensatory time off and minimum wage are found in this Handbook.

2.07 Family and Medical Leave Act (FMLA)

- A. Notification of Benefits and Leave Rights: Information concerning FMLA entitlements and employee obligations under the FMLA is included in this 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).
- B. Eligibility Notice. When an employee requests FMLA leave, or when the District acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the District must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).
- C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, Notice of Eligibility and Rights & Responsibilities (FMLA), available at <http://www.dol.gov/whd/fmla/finalrule/WH381.pdf>.
- 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. DEPARTMENT 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).

SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 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. See the worker's compensation section of this handbook for work-related accidents or injuries.

3.02 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 their absence. Any time spent not working during an employee's scheduled day must be accounted for using the appropriate reasons as defined in the "Leaves" section of this handbook. The District will monitor attendance and absence patterns. Disciplinary action up to and including termination may result from actions such as theft and/or improper modification of time-worked records, failure to notify the District of an absence, failure to report to work, failure to return to work the day following the expiration of an authorized leave of absence, and other similar activities.

3.03 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 and can be obtained in the District Office and on the school District website (www.granton.k12.wi.us) under the heading "District Information".

3.04 Child Abuse Reporting

A. Except as provided under Wisconsin Statute § 48.981, sub. (2m), any of the following persons who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been

threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B: school nurse, social worker, professional counselor, school teacher, school administrator, school counselor, child care worker in a child care center, or residential care center for children and youth, a child care provider, an alcohol or other drug abuse counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a dietitian, a speech-language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.

- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county human services department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.
- C. Employees who are not mandatory reporters as set forth in paragraph A, above, and who in connection with their job responsibilities have reasonable cause to suspect that a child has been abused or neglected or who have reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect of the child will occur shall notify their immediate supervisor or other administrative personnel of such alleged abuse.

3.05 Communications

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

A. Electronic Communications:

1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.
2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the District, users have no reasonable expectation of privacy, including the use of District and non-District email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege which may be revoked at any time.
3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be

monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum and District administration. External electronic storage devices are subject to monitoring if used with District resources.

B. User Responsibilities:

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

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

C. Electronic Communications with Students:

Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a preexisting 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 principal.

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

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

D. Limited Electronic Communication with Students:

Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:

1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate

only with students who participate in the extracurricular activity over which the employee has responsibility.

5. The employee shall not communicate with any student between the hours of 9:00 p.m. and 7:00 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
6. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
7. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
 - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 - b. confidentiality of student records.
 - c. confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses.
 - d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
 - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

E. Retention of Electronic Communications and other Electronic Media:

The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records.

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. Unless dealing with an emergency (bomb threat, etc.), 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 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.

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.

The district takes no position on an employee's decision to participate in the use of social media networks for personal use on personal time. The personal use of these media during District time or on District equipment is prohibited. During the work day, employees should refrain from participating on any social networking websites for personal reasons, even from personal equipment of their own.

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.

3.06 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.

3.07 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 with 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. Employees with private businesses are welcome to bid on projects and will be considered for work under the same conditions required for all vendors per state statute.

3.08 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).

3.09 Copyright

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff.

All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as “fair use” under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the district administrator.

3.10 Criminal Background Checks/Charges/Convictions for Active Employees,
Obligation to Report Criminal Record

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

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

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

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

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

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

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 for theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, employee identification badges, or keys issued must be returned on the employee's last day of employment. 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 (See District Policy, Chapter 7 Section J & 41 U.S.C. 702(a) (1) (A)).
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
- C. Drug-Free Awareness Program: The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and (if applicable) employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. 41 U.S.C. § 702(a) (1)

- D. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- E. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules. 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. [See policies 41 U.S.C. 702(a)(1)(A)]. 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 Emergency Procedures

Should inclement weather or other emergency situation require the District to close school, the "Call'em All" system will be used to inform all employees beginning at 6:00 a.m. or as soon as possible. Local television and radio stations will also be notified by

6:00 a.m. or as soon as possible. Please check local media if you do not receive a phone call.

In the event of a medical or other emergency that needs immediate action from emergency personnel, call 9-1-1, and then inform your immediate supervisor as soon as practical.

In the case of a building emergency that needs immediate action from emergency personnel, call 9-1-1; otherwise call the maintenance supervisor.

In case of other emergencies call your immediate supervisor. Contact information may be found on the school district website or in the directory that is provided to each employee.

3.14 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.

3.15 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.

3.16 Financial Controls and Oversight

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

3.17 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.

3.18 Gifts and Sale of Goods and Services

A. Gifts: An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any

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

It is the District's policy for employees 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 § 19.59, Wis. Stats. for information on conflicts of interest and for 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 his or her employing District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of his or her employing District or at an activity of his or her employing District. § 118.12, Wis. Stats.

3.19 Honesty

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

3.20 Investigations

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

B. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a Garrity warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).

C. Administrative Leave: The District may place an employee on paid administrative leave during an investigation into alleged misconduct by the employee.

3.21 Jury Duty

Employees shall be granted leave if summoned for jury duty. An employee who is called for jury duty shall submit a copy of the jury summons to the District Administrator. If an employee receives pay for jury duty, the employee shall, within five (5) working days of receiving the jury duty payment, pay to the District the amount of the jury duty payment (excluding mileage reimbursement). A copy of the check received for jury duty shall accompany payment to the District. An employee is expected to report to work if the jury duty responsibilities have been fulfilled. If an employee's jury duty responsibilities occur outside of their regularly scheduled work shift, the employee shall be expected to report for work if the jury duty involves less than five (5) hours and does not involve consecutive days. If an employee earns more for jury duty than his/her normal wage, they may keep these earnings in lieu of their normal district pay.

3.22 Licensure/Certification

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

3.23 Long Term Disability Insurance

The District will provide a group long-term disability insurance policy with the District paying the cost of the premium. The benefit will be at 90% of the salary after a sixty (60) day waiting period.

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

A. Allowances for Mileage Reimbursement: All employees who drive a District vehicle or receive a District travel allowance or mileage reimbursement must show proof of a current driver's license before operating a vehicle. The district will also check for traffic violations on the Wisconsin Circuit Court System to make sure there are no recent traffic violations which pose a threat to students. 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 mileage reimbursements should be pre-approved 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 B, above and pursuant to CDL Requirements, a CDL driver must notify the District, 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 written 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.
 - 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 as follows:
 - A. the insurance of the vehicle owner is primary and will be used first
 - B. school district insurance is secondary and goes into effect only when the benefits from the owner's insurance have been used
 - C. if some costs remain unpaid, the District's maximum reimbursement shall not exceed \$1000.00. No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.

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

3.25 - Organizational Chart

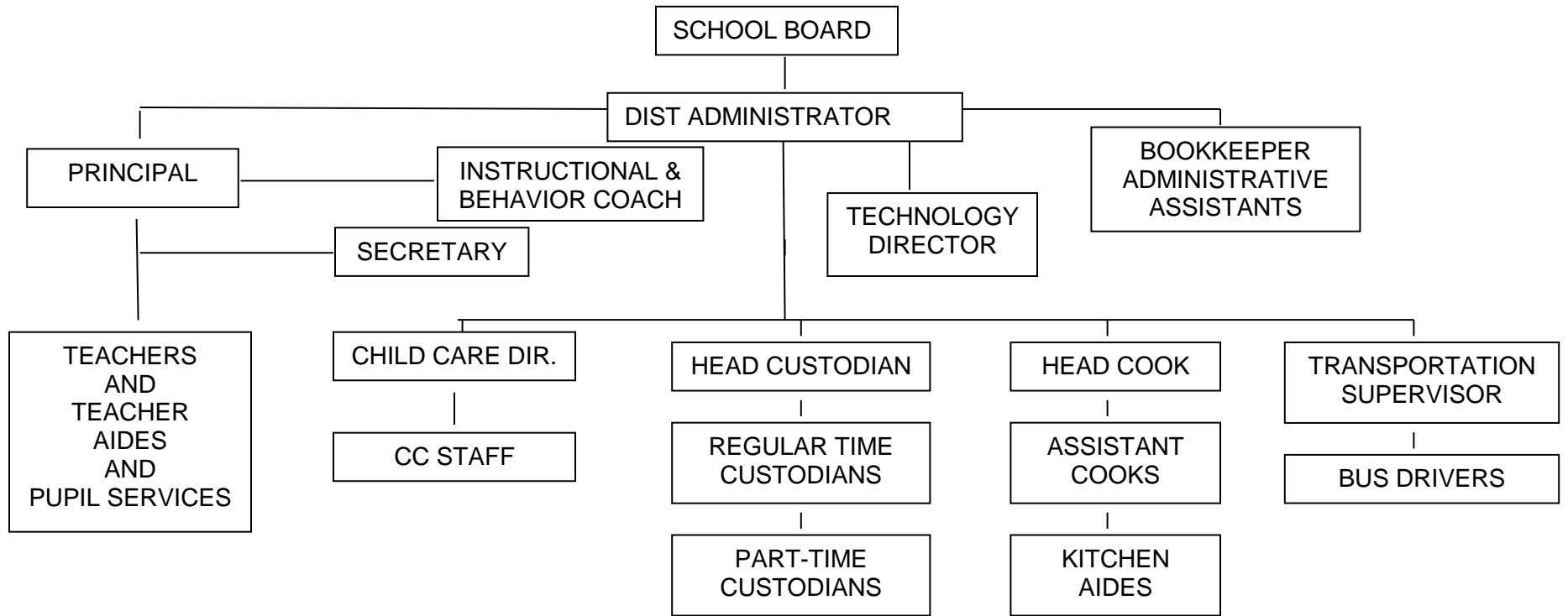
The Board of Education desires the District Administrator to establish clear understanding on the part of all personnel of the working relationships in the school system. Lines of direct authority should be those approved by the Board and shown on the District's organizational chart.

Personnel shall be expected to refer matters requiring administrative action to the administrator/supervisor to whom they are responsible. That administrator/supervisor shall refer such matters to the next higher administrative authority when necessary. Additionally, all personnel will be expected to keep the person to whom they are immediately responsible informed of their activities by whatever means the person in charge deems appropriate.

It is expected that the established lines of authority will serve most purposes. All personnel shall, however, have the right to appeal any decision made by an administrative authority to the next higher authority and through the appropriate successive steps to the Board of Education. The employee shall also have the right to appeal a decision to the next level if the immediate supervisor does not respond.

Additionally, the lines of authority do not restrict in any way the cooperative, sensible working together of all staff members at all levels in order to develop the best possible school programs and services. The established lines of authority represent direction of authority and responsibility and represent avenues for a two-way flow of ideas to improve the program and operations of the school system.

SCHOOL DISTRICT ORGANIZATION CHART



Primary Route: _____
 Secondary Route:.....

3.26 Outside Employment

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

3.27 Personal Appearance/Staff Dress Code

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

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

Appropriate safety gear shall also be worn at all times as deemed necessary as determined by the administration.

3.28 Personal Property

Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. This includes any potential damage occurring during a police search of District buildings and grounds. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.

3.29 Personnel Files

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file, at least two times per calendar year, while in the presence of the administrator or designee. The employee shall be entitled to have a representative accompany him/her

during such review. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those files. The removal of this file from the safekeeping place will be done by the official personnel file custodian. The employee's personnel file or any part thereto may not be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in § 103.13(6), Wisconsin Statutes, upon payment of the cost for making such a copy.

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

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

3.30 Personnel – Student Relations

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

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

3.31 Physical Examination

A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes at district expense. 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.

3.32 Political Activity

Employees are free to engage in political activity outside of work hours to the extent that it does not adversely affect the performance of job duties, working relationships or District operations. When engaging in political activity or engaging in discussion of issues of public importance, employees are expected to ensure that their actions and positions are not attributed to the District. District resources may not be used for promoting a particular candidate or political party or for advocating a particular position on an issue that has become identified as the viewpoint of a particular candidate or party.

Definition of "District Resources": Employees may not use District resources for political activities. District resources include office supplies, electronic equipment including e-mail, facsimile and photocopying machines, bulletin boards and other public spaces. (Use of bulletin boards requires authorization of the building principal and is off-limits to public use.)

Definition of "Political" Activities: Partisan "political" activities must be conducted independent of the employee's role as an employee. The following guidelines are not exhaustive, but are intended to help in differentiating between those activities that may be viewed as harmful to workplace functioning and those activities that generally fall outside the "political" activities subject to District restrictions and intervention.

Employees are expected to avoid the following political activities:

- A. Using working hours or District resources to solicit money or signatures or to make political contributions;
- B. Using non-work hours to solicit contributions, signatures or services from other employees who are on work time;
- C. Posting political materials in areas open to the public (generally, individual work stations that are not available to the public are exempted from this restriction);
- D. Using the District's mailing address as the return address for political solicitations;
- E. Providing District mailing lists to any individual or organization for political solicitations if this information is not generally available to the public. (Note: the use and distribution of District mailing lists to outside parties always requires prior authorization including an assessment of whether fees should be charged to cover production costs);

- F. Providing a forum for an individual candidate to promote his or her campaign without giving an equal opportunity to other candidates, for the same office, to participate in the forum;
- G. Political advocacy in the form of clothing items, armbands and buttons that cause a disruption in operations and/or violate the rights of others including the right to be free from discrimination, harassment and intimidation in the workplace.

These guidelines are not intended to discourage discussion of controversial issues in the classroom, where such discussions are consistent with District curriculum guidelines and teaching methods. This policy is not intended to limit the off-duty activities of employees where District buildings and property are made available to community groups for meetings and gatherings.

Nothing in this policy limits the rights of the District to sponsor non-partisan political forums or forums in support of District initiatives, such as building referendums. Nothing in this policy places restrictions on the District's freedom to invite speakers with political associations to forums that are not open to the general public.

3.33 Position Descriptions

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

3.34 Severance from Employment

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

- A. termination pursuant to the terms of this handbook and the employee's individual contract (if any);
- B. voluntary resignation;
- C. retirement;
- D. nonrenewal of the employee's contract, (only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes);
- E. failure to return to work the day following the expiration of an authorized leave of absence; and
- F. job abandonment.

3.35 Solicitations

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

3.36 Student Handbook

Student handbooks are available in each school office.

3.37 Whistleblower Protection

- A. **Complaint Procedure:** If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the district administrator. If the complaint is about a practice or activity of the district administrator, the complaint must be filed with the board president.

- B. **Purpose:** It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieve compliance with various laws and regulations.

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

3.38 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.

3.39 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 talk with his/her supervisor.

3.40 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 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 students, employee or school visitor that they witnesses. In addition, all employees are expected to report any unsafe practices or 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. 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: See section 5 of this handbook.

3.41 Violence/Bullying in the Workplace

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied, which may relate to the school environment, are prohibited. The District will not tolerate such conduct by its employees, members of the public, 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 (See section 3.36).
 - 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 local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/her 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 designee as soon as possible and

complete and accident/incident report. 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 other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

SECTION 4. MANAGEMENT RIGHTS

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

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

- K. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- L. To determine the educational policies of the District; and
- M. To contract out for goods and services and include employees in discussions.

SECTION 5. GRIEVANCE PROCEDURE

5.01 Policy:

To provide a timely and orderly review of decisions concerning: a) employee termination; b) employee discipline; c) workplace safety.

5.02 Purpose and applicability:

This procedure provides 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.

5.03 Definitions:

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 the 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.

Discipline: For purposes of this procedure, “discipline” means an employment action that results 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 discipline 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.

Termination: For purposes of this procedure, “termination” means a separation from employment by the employer for disciplinary or quality of performance reasons. Termination does not include layoff, reduction in workday, furlough, reduction in workforce, job transfer or reassignment, or the end or completion of temporary employment, which are not subject to the grievance procedure.

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.

5.04 General Provisions:

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 District Administrator based upon the nature of the dispute.

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 the procedure are to be strictly observed and can only be extended upon the express written consent of the parties.

Days: The term “days” as used in this provision means calendar days, excluding legal holidays (as defined in the Handbook) and other days when the district office is closed.

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.

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.

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

Procedure for grievance concerning employee termination 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 fourteen (14) 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 give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.

The supervisor will reply in writing to the employee within fourteen (14) 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 seven (7) days after receipt of the supervisor's written answer to request a hearing before an Impartial Hearing Officer. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) 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 (1) of four (4) 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 thirty (30) 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 3

The employer or employee may appeal the decision of the Impartial Hearing Officer to the School Board in writing within seven (7) 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 role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to solely address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?
2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
4. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

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

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 twenty-four (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 district administrator for review and consideration within seven (7) 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 seven (7) 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 thirty (30) 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 (1) of three (3) 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 thirty (30) 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 School Board in writing within seven (7) 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 shall review the written decision of the Impartial Hearing Officer, the appeal document, and the reply. The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to solely address the following questions:

1. Did the Impartial Hearing Officer follow a fair and impartial process?

2. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
3. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
4. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

After answering the above question, 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

6.01 Payroll Dates

The payroll dates shall be every other Friday. The period for which employees are paid ends on the Friday before payday. Employees working less than 12 months per year will receive their first paycheck of a new contract on the last payday in August.

6.02 Direct Deposit Payment Method

Employees may choose to receive a paycheck or to participate in a direct payroll deposit plan. Direct deposit statements will be provided to each employee. Direct deposit changes may be made after giving thirty (30) calendar days notice in writing.

6.03 Payroll information

Each non-exempt employee shall, with each payroll check stub or electronic payroll deposit slip, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each exempt employee shall, with each payroll check stub or electronic payroll deposit slip, receive information on the employee's salary received. In addition to the above, each payroll deposit slip shall also indicate the number of accumulated sick leave hours that have been used, and the number of vacation hours to be taken and the number remaining.

6.04 Definitions for Payroll Purposes Only

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

6.05 Salary Deferrals –Tax Sheltered Annuities (TSA)

The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles. The District will offer only one TSA provider.

SECTION 7. WORKER'S COMPENSATION

7.01 Worker's Compensation Coverage and Reporting Responsibilities

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

7.02 Benefits While on Worker's Compensation

The employee will receive his/her worker's compensation payment. In addition, the District will contribute to health insurance premiums. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

7.03 Injuries Not Covered by Worker's Compensation

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

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

SECTION 8 BENEFITS APPLICABLE TO ALL EMPLOYEES

8.01 Liability Insurance

The District 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.

8.02 Wisconsin Retirement System (WRS) Contributions

The District will pay the District's share of WRS only. The employee is required to pay the employee's required WRS contribution as required by state law.

8.03 COBRA Law Continuation of District Health Plan Participation

Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("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 9 ATHLETIC AND ACTIVITY ASSIGNMENTS

9.01 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 extracurricular positions are at-will employees.

9.02 Payments

Payments for extra-curricular activities shall be made in accordance with District payroll procedures. Final checks will be issued once all responsibilities, as determined by the athletic director and coach's handbook, have been completed (keys, reports, etc.).

9.03 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

- A. the individual's experience with the particular activity;
- B. input received from participants, parents, and other stakeholders;
- C. the extent to which an individual needs additional guidance or oversight; and any other consideration that a supervisor deems appropriate.

9.04 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 volunteer coaches:

- 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 for the District.
- 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.

9.05 Clinics

Coaches may attend clinics and workshops on non-school days with expenses paid at the discretion of the school district.

9.06 Athletic Tournaments

Coaches may attend state tournaments for that particular sport with expenses paid at the discretion of the school district.

SECTION 10. WORK STOPPAGE

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

SECTION 11. CONFORMITY TO LAW

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

PART II

TEACHERS

SECTION 12. PROFESSIONAL HOURS/WORKDAY

12.01 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 a professional's 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 shall be established by the Board and the average day is currently 7:30-3:30.

Teaching is a salaried position and it is expected that time will be spent beyond the regular workday to complete required tasks which may include, 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.

12.02 Emergency School Closures

In the event the school is closed, time may be made up at the discretion of the school board. 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 for make-up days with or without pupils.

SECTION 13. PROFESSIONAL GROWTH

Teachers are required to meet the state standards for license renewal. In addition, all teachers shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in their areas of instruction, and Board established curriculum, as well as continuing to study the art of teaching. In addition to maintaining high standards of excellence for students and the school, teachers will make themselves available as a resource to colleagues, to the District, and to the community for services beyond those specifically required as part of their individual contractual duties.

SECTION 14. TEACHER SUPERVISION AND EVALUATION

Observation of the work performance of a teacher shall be conducted openly. The purpose of such observations is not only to observe and evaluate the teacher in school related activities, but to evaluate and guide such teacher in a positive and helpful way. A conference between the teacher and his or her supervisor(s) to discuss the results of such evaluation will be held, upon teacher request, within five (5) days following the evaluation. A written report of the evaluation will be given to the teacher within ten (10)

days of the evaluation. The teacher may add additional comments or explanations on the report if so desired. The report is to be signed by the teacher and returned to the office within five (5) days, where a photo copy will be made and returned to the teacher. All teachers with 0-3 year's experience in the Granton Area School District shall be observed at least once per year. District teachers with more than three year experience shall be observed at least every other year.

Informal visits by a supervisor will not be regarded as an evaluation unless so indicated by the supervisor at the beginning of the visit.

SECTION 15. TEACHER ASSIGNMENTS, VACANCIES, AND TRANSFERS

15.01 Teacher Assignments, Vacancies and Transfers

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator and/or designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or designee their preference of a grade level or subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator. Consideration shall be given these requests, but the District Administrator retains full discretion to make assignments.
- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall normally be posted for a minimum of five (5) days. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted at a minimum in the School District Office and in the staff work rooms.
- 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. The District retains the right to determine the job descriptions needed for any 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.

15.02 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.

15.03 Extended Contracts

Additional contract days may be added to the contracted school calendar for any teacher at the discretion of the District. Days may be scheduled in full or partial day increments.

15.04 Event Supervision

Teachers will be expected to supervise school district events as assigned by the District and will be paid at a rate determined by the District.

SECTION 16. LEAVES

16.01 Definitions and General Provisions

- A. The amount of any payments received under the Worker's Compensation Program shall be supplemented by illness/injury benefits to the extent that the individual will receive the same benefits as for non-occupational illness or injury.
- B. Time lost due to the closing of schools by the order of the County Health Officer or other competent authority shall not result in any loss of wages or accumulated illness/injury leave.
- C. All illness/injury benefits shall terminate and/or be forfeited upon termination of employment except in the case of layoff and the pay out of unused sick leave.
- D. An employee returning from any illness/injury, whether or not illness/injury leave benefits have been paid, may be required to submit to a medical examination, or furnish a medical doctor's certificate of health prior to returning to work.
- E. The District can require verification of illness/injury by appropriate medical authority at any time during a period of illness/injury leave if they deem such verification advisable.
- F. Any employee obtaining illness/injury leave benefits by fraud, deceit, or falsified doctor's statement, shall be subject to immediate discharge or to the loss of all accumulated illness/injury leave, whichever penalty, in the discretion of the District, is warranted by the case.

16.02 General Leave

Unless provided elsewhere in the teacher section of this handbook, all leaves for all purposes are included in this section entitled "General Leave". Ten days of general leave will be available for each teacher. General leave days will accumulate to a maximum of 60 days. Days accumulated from a previous year may only be used for sick leave and will require verification from a doctor. Accumulated days are not available until after the

10 days of general leave for the current year are used. Any personal or sick leave days remaining after the 2011-12 school year will be carried over as accumulated sick leave.

Regularly employed part time teachers, not substitutes, will receive a fraction of the yearly leave based on their percentage of fulltime employment.

General leave may be used only upon the authorization of the District Administrator or Principal. General leave days shall not be taken on the first day a teacher is required to report for the school year; the last scheduled teacher work day; required non-student teacher work days; the day before or the day after a holiday or scheduled vacation day. Teachers shall limit their absences the last month of school. During the last month, staff planned absences will be limited to one staff member per day. Administration has the right to waive any provision on an emergency basis and a case by case situation.

16.03 - Funeral Leave

Three (3) days of non-cumulative funeral leave per immediate family member will be granted each year. The immediate family shall be parents, siblings, spouse, children, step-children, grandparents, and corresponding in-laws of the employee. The district administrator may also allow additional days for an employee to represent the District at a funeral. Funeral leave days may be granted at the discretion of the administration.

16.04 Medical Leave of Absence

A teacher upon written request to the Board may be granted a medical leave of absence as herein provided for the period of time during which he/she is medically unable to perform his/her regular duties due to a non-occupational disability. Said leave shall not exceed a period of time equal to the balance of the individual current contract. Medical leave of absence may be renewed at the discretion of the Board. The teacher will be paid his/her full salary for any contract days missed during the period of such absence up to the number of unused general leave days available to such teacher and those covered under any LTD policy. The remainder of the medical leave of absence will be without pay.

- A. Notification: It shall be the duty of the teachers to notify the Board as far in advance as possible, in writing, of the anticipated time and duration of the medical leave of absence, the reason for requesting such leave and medical certification that the teacher will be unable to perform his/her normal work function. The Board may refuse to grant a medical leave of absence to any teacher who knows he/she will need a medical leave of absence and does not notify the Board of this fact within a reasonable amount of time after his/her learning that fact.
- B. Medical Certification: The Board may require a certificate from another physician verifying that a teacher on medical leave is medically unable to perform his/her normal teaching duties, and the Board may require such medical certification from time to time until the teacher returns to his/her normal duties. In the event that a teacher on medical leave of absence fails to return to work as soon as he/she is

medically able to perform his/her assigned duties, the teacher may be deemed to have resigned his/her position with the school district and to have waived all employment rights.

C. Return to Duty: When a teacher's return to work occurs near the end of a semester, or if the Board feels, based on compelling evidence, that it would be in the best interest of the pupils to delay the change in teachers, a teacher returning from leave of absence may have his/her return to normal teaching duties delayed until a time felt appropriate by the Board. The Administrator shall have the option to require the returning teacher to perform teaching duties other than those normally assigned to the returning teacher or to have the returning teacher perform curriculum development work until such time as the teacher transition is advisable. If so reassigned, pay shall be at the teacher's normal contract rate.

16.05 Leaves of Absence

The school board may, at its discretion, grant an unpaid leave of absence not to exceed one year to any professional staff member who requests such leave in writing.

16.06 Professional Leave

Professional leave will be granted at the discretion of the District Administrator or designee.

16.07 Unpaid Leave

Per teacher contract and support staff assignment, it is understood that the agreement in place with the employee is a binding document. Therefore, requests for 'Unpaid Leave' should not be for additional vacations or pursuit of personal endeavors. Unpaid leave is reserved for highly extenuating circumstances.

Unpaid Leave cannot be requested unless all annually allotted Paid Leave for the current year has been used. Longer periods of Unpaid Leave, five consecutive working days or more, may be granted at the sole discretion of the School Board and must be approved in advance of taking the Unpaid Leave. Submittal for board approval is required thirty (30) working days in advance of the requested leave. All Unpaid Leave will result in prorated salaries/wages and fringe benefits. This means the employee's daily/hourly cost of benefits to the district will be deducted.

Should the use of Unpaid Leave not meet the threshold of extenuating or extreme circumstances, a verbal reprimand will be issued. Should future use of Unpaid Leave continue, a written reprimand will be issued. If requests for Unpaid Leave continue beyond a written reprimand, consequences up to and including termination of employment may follow.

SECTION 17. STAFF REDUCTION AND RECALL PROCEDURES

17.01 Reasons for Reduction in Force

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

17.02 Notice of Reduction

The District will provide notice of layoff in accordance with the timelines set forth in § 118.22, Wis. Stats. The layoff notice shall specify the effective date of the layoff, 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.

17.03 Selection for Reduction

The needs of the District shall be the prime consideration used in the District's determination of which teachers to be laid off. Should positions become available, laid off teachers may apply for those positions; however, the District will hire the most qualified applicant.

17.04 Insurance Benefits Following Layoff

Please see Part I, Section 8, COBRA, subsection 8.03 for a full explanation of insurance continuation options.

17.05 Benefits Retained During Layoff

- A. Teachers shall retain the amount of illness/injury leave they have accrued as of the date of layoff.
- B. Teachers on full layoff will be able, if the insurance carrier agrees, to participate at their own expense in any group insurance program in existence at the beginning of their layoff.
- C. All benefits in this section will terminate 12 months after layoff.

SECTION 18. DISCIPLINE, TERMINATION AND NONRENEWAL

18.01 Standard for Nonrenewal for Teachers

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.

18.02 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 District shall advise the employee of his or her right to representation prior to the meeting. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

18.03 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.

SECTION 19. PROFESSIONAL COMPENSATION

19.01 Salary

Salary will be determined by the District and will be included in each individual teacher contract.

19.02 Contracts

- A. Teaching: The normal teaching contract shall be for a period of 190 days, 180 days of which shall be teacher pupil contact days, and up to 10 in-service, parent-teacher conference, and work days.
- B. Co-Curricular: Co-Curricular contracts shall be separate from teaching contracts.

19.03 Mileage

Mileage for teachers attending in-service meetings and any driving connected with school business will be reimbursed at the most current IRS rate per mile. School vehicles should be used whenever possible. The staff shall pool their rides to in-service meetings as much as is practical. This does not include conventions. Any mileage charged to the school district must have administrative approval.

19.04 Pay for Longer than Regular Contract

With prior administrative approval teachers employed by the school district for a period longer than the normal contract period shall be paid at the rate of one hundred percent (100%) of their salary on a per full day of work basis with the following limitations:

- A. A work schedule for each day worked must be given to the District Administrator.
- B. At least a two (2) week break must be taken before the beginning of the next school year.

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

19.05 - Credit Approval/Reimbursement

Requests for reimbursement for credits shall be submitted to the district administrator who will present them to the school board for approval.

19.06 – Lunch

A 30-minute duty free lunch period will be provided each teacher except in emergency situations. Staff members may be assigned to outside recess or noon duty. Inside recess duty may be an assigned responsibility when inclement weather prevents the children from going outside at noon. If the elementary teachers are assigned playground duty, they shall provide the principal with a copy of a schedule for recess duty. Teachers scheduled for the whole year will be permitted to either arrive fifteen minutes late or leave 15 minutes early. Teachers must provide a note indicating their choice of the 15-minute time period that they will be utilizing, and that choice must be for the entire school year. Days in which there are meetings, staff development programs, and parent conferences; they shall be here for the regular scheduled time periods.

19.07 Activity Passes

Each faculty member will receive an activity pass for teacher and spouse, children included, which will permit attendance without charge to all school sponsored (not class, organization or club sponsored) events. Accepted with this activity pass is the understanding that in an emergency, the administration has the right to assign faculty members to activity work assignments that are not filled.

19.08 Curriculum Development

Teachers doing approved curriculum development, such as curriculum update, curriculum standard development, or IEP development work, shall be paid at a rate of \$30.00 per hour.

SECTION 20. INSURANCES

20.01 Eligibility

- A. **Minimum Hours for Eligibility:** 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 insurance programs. Full-time equivalency is defined as eight 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 contract is 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.
- B. **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.
- C. **Both Spouses Employed by the District:** If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.

20.02 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 provided employment with the District continues during such period. The insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

- A. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease on the date that the resignation or termination becomes effective.
- B. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

20.03 Dental Insurance

The District will offer a dental health plan and will pay a portion of the premium as determined by the school board.

20.04 Health Insurance

The District will select the health insurance carrier and will pay a portion of the premium as determined by the school board.

20.05 Tax Sheltered Annuity (TSA)

Employees eligible for health insurance may annually choose, consistent with the terms of the cafeteria plan, between participation in the District's health plan, or a taxable cash payment in the amount of \$5,000, effective July 1, 2023. If more than one member of a family works for the school district, they will not be eligible for both family coverage and the TSA option.

The cash compensation amount shall be paid to the employee as additional taxable earnings which are subject to Wisconsin Retirement System contributions, with the appropriate employee F.I.C.A., state and federal taxes deducted from the teacher's payroll check.

If the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity plan (TSA). An employee electing cash is deemed to request the District to pay the cash into the TSA unless the employee requests in writing to have the cash paid to him or her. Amounts deferred shall be remitted to the TSA on or about the normal payroll dates cash would have been paid, and shall be remitted as:

- A. Employee elective regular TSA contributions, or
- B. After tax Roth TSA contributions

Amounts received as additional compensation, and deferred to a TSA, shall be subject to all applicable payroll taxes, including FICA and Medicare. For Roth TSA contributions, all applicable payroll taxes and state and federal taxes will be deducted prior to forwarding the amount to the TSA.

Plan changes become effective on the first day of eligibility and then annually at the beginning of each new cafeteria plan year unless a qualifying event occurs. Employees who choose the extra cash compensation have the right to enroll in the health plan at a later date pursuant to the carrier's late enrollment terms, timelines, and conditions for reentry and the cafeteria plan limitations. These generally include:

- A. Providing satisfactory proof of involuntary loss of other group coverage to the insurance carrier (generally within 30 days of the involuntary loss), or
- B. By satisfying the late enrollment waiting period (generally 12 months) of the insurance carrier.

If a change in coverage occurs, the effective date of such change must also be consistent with the beginning eligibility date under the cafeteria plan rules.

20.06 Flexible Spending Account

The Board shall provide and maintain a fully qualifying Flexible Spending Account, Section 125/129 Plan. The purpose of this plan is to allow all employees to tax-shelter unreimbursed medical expenses, payroll deducted health premiums, and dependent care service expenses. The District shall bear full costs of the set-up fees established by the plan.

20.07 Vision Insurance

Vision insurance group coverage is available for purchase for all full-time employees and part-time employees who work a minimum average of at least 20 hours per week.

SECTION 21. POST-EMPLOYMENT BENEFITS

Post-employment benefits shall not be available to any staff members hired after the 2005-2006 school year. For teachers hired before that date, the following benefits will be provided by the Granton Area School District: one (1) year of paid insurance for every five (5) years of service in the Granton Area School District. For example, ten (10) years of service equals two (2) years of insurance coverage, twenty (20) years of service equals four (4) years of insurance coverage, etc. The amount of this contribution will be capped at \$14,000 per year. The number of years of service will be capped at the number accrued at the end of the 2011-12 school year.

- A. Notification: The teacher must notify the board in writing of the planned retirement by February 1 and must be at least 55 years of age by June 30 of the year in which they retire. Upon the death of the retiree, a surviving spouse shall receive the remaining medical insurance benefits, but at the rate of a single plan. The Board retains the right to waive the February 1 notification date at its option.
- B. Retirement Benefits: In the event that a teacher receiving retirement benefits pursuant to the terms of this item applies for and receives unemployment compensation which is drawn against the account of the Granton Area School District, the Board's contribution toward medical insurance shall be reduced by the amount of the unemployment compensation for the duration of the period in which the unemployment compensation is drawn.
- C. Deferred Retirement Benefits: Upon retirement if the retiree delays the start of his/her health insurance benefits, the District will be responsible only for premium costs that the District would have incurred had the retiree initiated the retirement benefit immediately upon retirement. If the delay in the start of the retirement benefits results in the retirees not being eligible under the District health insurance plan, then the District shall, upon written notice from the retiree, pay the premiums directly to

the insurance company of the retiree's choice. The health insurance shall cover only the retiree, his/her spouse, if applicable, and his/her dependents, if applicable.

- D. Involuntary Retirement: A teacher who has served the district for 15 or more years and is forced to leave the profession due to documented medical reasons shall be entitled to all retirement benefits regardless of age.
- E. Unused Sick Leave Payment: A teacher, upon retirement shall receive \$30 per day for each accumulated unused sick leave day.

PART III

SUPPORT STAFF

SECTION 22. HOURS OF WORK AND WORK SCHEDULE

22.01 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 District policy. The letter of appointment shall identify the employee, the date of hire, the position(s) that the employee is employed for, the length of the work year, the length of the work day, the tentative starting and ending times of the work day, and the pay rate for the position. Specific assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held. A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full layoff. 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 practical, as determined by the administration.

22.02 Regular Workday and Starting and Ending Times

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

22.03 Regular Work Week

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

22.04 Part-time Employees

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

22.05 Work Schedule

- A. Meal Period - All employees working six (6) or more consecutive hours shall be entitled to an unpaid thirty- (30) minute duty-free lunch period.

Employees on extra-curricular or co-curricular trips encompassing a normal mealtime will be reimbursed the cost of the meal (including gratuities), up to a maximum of \$5.50. Receipts shall be required for reimbursement. Employees who are requesting reimbursement for their meal shall be entitled to a thirty- (30) minute unpaid lunch period.

- B. Breaks - Employees working more than six (6) hours per day shall be entitled to two (2) fifteen (15) minute break periods. Employees working more than three (3) hours but not more than six (6) hours per day shall be entitled to one (1) fifteen (15) minute break period. Those employees working three (3) or fewer hours per day shall not receive a break period.
- C. Call-in Time - Employees called back to work after their normal work shift will be paid a minimum of one (1) hour per trip. An employee scheduled to open and close a school building on a day outside of the employee's normal work shift shall be paid for one trip only.
- D. Building Check - Employees doing weekend building checks will be compensated a minimum of two (2) hours pay at their regular rate of pay.
- E. Overtime - If approved in advance by the Administration; hours worked in excess of forty (40) in any workweek shall be compensated at one and one-half (1 1/2) the employee's regular hourly pay rate. Work on Sundays and paid holidays shall be paid at time and one-half, but there shall be no pyramiding of overtime hours. For the purpose of determining the rate of pay, all paid vacations and paid holidays shall count as regular workdays.

For purposes of computing overtime, the workweek shall consist of all days, Monday through Sunday.

- F. Bus drivers – Bus drivers shall be paid for a minimum of two (2) hours for an away trip for an extra curricular event which is over 35 miles round trip and a minimum of one (1) hour for a local trip. Bus drivers required to supervise one or more stranded students and/or remain with a disabled vehicle, shall be paid an hourly rate which shall be the AM or PM route pay without mileage. Payment shall be made on a quarter hour basis. A report is to be filed with the time sheet.
- G. Support staff (other than the custodians) that do not work on a school-closing day shall have the opportunity to attend a combination of staff meetings, inservices, or alternate workdays to meet the equivalent of their normal hours for one workday. The building principal or the district administrator shall schedule the make-up time. Payment for the alternative day will be paid within the pay period it was worked.
- H. Time cards - Time cards shall be used by all employees. If an employee leaves the premises for any personal reason, such time away from work must be noted on the time card.
- I. Emergency School Closings – If at all possible, custodians are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District. All other employees shall not report to work on days when school is closed due to inclement weather or situations beyond the control of the District. Any employee not at work when school is closed for an emergency shall not be paid for

that day. Employees shall be required to make days up in the event that the District schedules make-up days. If employees report to work and a decision to close schools is made after that time, those employees will only be paid for the actual hours worked.

When school is canceled or delayed but not one and one a half-hours before buses are due to arrive at school; regular route drivers will be paid a flat fee of \$6.50.

SECTION 23. REDUCTION IN FORCE, POSITIONS & HOURS

23.01 Reasons for Layoff

In the event the District determines to reduce the number of employee positions or the number of hours, the provisions set forth in this Section shall apply.

23.02 Layoff Notice

Employees shall be given written notice of any layoff.

23.03 Selection for Reduction

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

23.04 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.

23.05 Insurance Benefits during Layoff

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

23.06 Accrued Benefits during Layoff

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.

SECTION 24. ASSIGNMENTS, VACANCIES AND TRANSFERS

24.01 Job Posting

Notice of a vacant position to be filled shall be posted for no fewer than five (5) working days. Such notice shall contain the date of posting, level and type of position, work background requirements (if any), qualifications for the position, and the name of the person to whom written application is to be made. Notices shall be posted at the administrative office.

24.02 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.

24.03 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. The term applicant refers to both internal candidates and external candidates for the position.

24.04 District Ability to Determine Job Description

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

24.05 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 who is qualified for the position. No employee will be involuntarily transferred without a conference.

SECTION 25. DISCIPLINE AND DISCHARGE

25.01 Standard for Discipline and Termination

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

25.02 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 that may lead to discipline or discharge, the District shall advise the

employee of his or her right to representation prior to the meeting. In the event the employee chooses to have representation, the meeting shall be delayed until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

25.03 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.

SECTION 26 - VACATION

Full time twelve-month employees are eligible for paid vacations on the following schedule:

After 1 year of service	5 days
After 2 years of service	10 days
After 5 years of service	15 days
After 15 years of service	20 days

The number of paid days of vacation to which an employee is eligible will begin on July first (1st) of each year. (i.e. employment year will run from July 1 to June 30). Employees hired after July 1st of any year, will have their vacation proration take effect on the anniversary date of their employment. The vacation schedule, beginning with 5 days, will be effective on July 1st, following their first full year of employment.

Days of paid vacation are not cumulative and therefore must be used during an employment year or lost. In the event days requested for vacation conflict or interrupt the operation of the district and are unable to be taken, those days will be compensated at the employee's regular rate or the right to use them will be extended for the next thirty days.

Employees who terminate employment during an employment year, without using all of the vacation days to which they are entitled, shall be compensated for those days following termination at their normal daily rate. However, the termination must be properly accomplished, which means that proper notice is given (two weeks notice) and their work requirement prior to termination is fulfilled.

Vacations shall be approved by the Administration.

SECTION 27. HOLIDAYS

A paid holiday is a day off with pay for the number of hours the employee normally works. Full-time and part-time twelve-month employees shall receive the following paid holidays:

Labor Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve
New Year's Day	Good Friday
Memorial Day	Fourth of July

School year and extended school year full-time and part-time employees shall receive the following paid holidays: Labor Day, Thanksgiving Day, Christmas Day, Memorial Day, and New Year's Day.

When Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day or the Fourth of July fall on Saturday the Friday preceding the holiday will be considered the paid holiday and when they fall on Sunday the Monday following the holiday will be considered the paid holiday unless that day is a scheduled school day.

Employees using sick leave on the last regularly scheduled workday preceding the holiday and/or the first regularly scheduled workday after the holiday may be required to submit verification of illness or injury from a physician.

Holiday pay will be pro-rated for part-time employees.

SECTION 28 – LEAVES

28.01 General Leave

Unless provided elsewhere in the support staff section of this handbook, all leaves for all purposes are included in this section entitled “General Leave”. Ten days of general leave will be available for each employee. General leave days will accumulate to a maximum of 60 days. Days accumulated from a previous year may only be used for sick leave and will require verification from a doctor. Accumulated days are not available until after the 10 days of general leave for the current year are used. Any personal or sick leave days remaining after the 2011-12 school year will be carried over as accumulated sick leave.

Regularly employed part time employees, not substitutes, will receive a fraction of the yearly leave based on their percentage of fulltime employment.

General leave may be used only upon the authorization of the District Administrator or Principal. General leave days shall not be taken on the first day a support staff is required to report for the school year; the last scheduled support staff work day; required non-student work days; the day before or the day after a holiday or scheduled vacation day. Support staff shall limit their absences the last month of school. During the last month, staff planned absences will be limited to one staff member per day. Administration has the right to waive any provision on an emergency basis and a case by case situation.

28.02 - Funeral Leave

Three (3) days of non-cumulative funeral leave per immediate family member will be granted each year. The immediate family shall be parents, siblings, spouse, children, step-children, grandparents, and corresponding in-laws of the employee. The district administrator may also allow additional days for an employee to represent the District at a funeral. Additional days may be granted at the discretion of the administration as unpaid days or general leave.

28.03 – Unpaid Leave

Per teacher contract and support staff assignment, it is understood that the agreement in place with the employee is a binding document. Therefore, requests for ‘Unpaid Leave’ should not be for additional vacations or pursuit of personal endeavors. Unpaid leave is reserved for highly extenuating circumstances.

Unpaid Leave cannot be requested unless all annually allotted Paid Leave for the current year has been used. Longer periods of Unpaid Leave, five consecutive working days or more, may be granted at the sole discretion of the School Board and must be approved in advance of taking the Unpaid Leave. Submittal for board approval is required thirty (30) working days in advance of the requested leave. All Unpaid Leave will result in prorated salaries/wages and fringe benefits. This means the employee’s daily/hourly cost of benefits to the district will be deducted.

Should the use of Unpaid Leave not meet the threshold of extenuating or extreme circumstances, a verbal reprimand will be issued. Should future use of Unpaid Leave continue, a written reprimand will be issued. If requests for Unpaid Leave continue beyond a written reprimand, consequences up to and including termination of employment may follow.

28.04 – Part-time employees

Paid leaves provided in this section will be pro-rated for part-time employees.

SECTION 29 – COMPENSATION AND EXPENSES

29.01 – Wages

Wages will be determined by the District and shall be included in each individual contract.

29.02 – Educational reimbursement

The District shall pay for tuition and books for work-related courses that the district administrator or designee approves an employee to attend. A transcript or proof of successful completion of the course will be required for reimbursement.

In addition, any employee required to have a CDL license shall be reimbursed, for the previous year if not covered by insurance, for mileage and the cost of the physical and the license fee associated with licensing after having been employed by the district for one year. Mileage will also be paid for all required drug testing.

SECTION 30 - EMPLOYEE EVALUATION

The District and the Association recognize that employee evaluation is a continuous process and that informal evaluation shall occur on a continuing basis. However, the parties agree that any formal monitoring or observation of work performance of an employee will be conducted openly and with the full knowledge of the employee. Employees will be given a written copy of any evaluation observation within ten (10) working days of its occurrence.

The following procedure will be used in the evaluation of employees:

- A. During the early part of the school year, the administration will orientate all new employees to the procedure used for evaluation.
- B. Employees will be evaluated by their principal, supervisor or other authorized evaluator. All employees will be evaluated at least once each year for the first two years on the job and at least once every two (2) years thereafter.

Employees shall be given a copy of any evaluative report prepared by their supervisor and shall discuss such a report with their supervisor before it is put into their personnel files.

Any serious complaints regarding an employee that are made to the administration by any parent, student or other person shall be communicated to the employee as soon as possible.

SECTION 31 - CONDITIONS OF EMPLOYMENT

31.01 – Medical Examinations

All expenses incurred with a medical exam required by the District will be paid by the District. The District reserves the right to designate the provider and contents of any required examination. An employee may choose his/her own provider; however, the District will only pay up to the fee charged by the District's designated provider.

31.02 – Resignation

An employee who is resigning his/her position shall give the normal two (2) weeks notice. 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 32. INSURANCES

32.01 Eligibility

Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District.

32.02 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 provided employment with the District continues during such period. The insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

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

32.03 Dental Insurance

The District will offer a dental health plan and will pay a portion of the premium as determined by the school board.

32.04 Health Insurance

The district will select the health insurance carrier and will pay a portion of the premium as determined by the school board. An employee must work 30 or more hours per week in a school year or twelve-month basis to be eligible. The family health insurance benefit shall be prorated for eligible employees based on 1,800 hours per year and the single health insurance benefit prorated off 35 hours per week. Loss of time from snow days shall not affect the proration calculation.

32.05 Tax Sheltered Annuity (TSA)

Employees eligible for health insurance may annually choose, consistent with the terms of the cafeteria plan, between participation in the District's health plan, or a taxable cash payment in the amount of \$5,000, effective July 1, 2023. If more than one member of a family works for the school district, they will not be eligible for both family coverage and the TSA option.

The cash compensation amount shall be paid to the employee as additional taxable earnings which are subject to Wisconsin Retirement System contributions, with the

appropriate employee F.I.C.A., state and federal taxes deducted from the teacher's payroll check.

If the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity plan (TSA). An employee electing cash is deemed to request the District to pay the cash into the TSA unless the employee requests in writing to have the cash paid to him or her. Amounts deferred shall be remitted to the TSA on or about the normal payroll dates cash would have been paid, and shall be remitted as:

A. Employee elective regular TSA contributions, or

B. After tax Roth TSA contributions

Amounts received as additional compensation, and deferred to a TSA, shall be subject to all applicable payroll taxes, including FICA and Medicare. For Roth TSA contributions, all applicable payroll taxes and state and federal taxes will be deducted prior to forwarding the amount to the TSA.

Plan changes become effective on the first day of eligibility and then annually at the beginning of each new cafeteria plan year unless a qualifying event occurs. Employees who choose the extra cash compensation have the right to enroll in the health plan at a later date pursuant to the carrier's late enrollment terms, timelines, and conditions for reentry and the cafeteria plan limitations. These generally include:

A. Providing satisfactory proof of involuntary loss of other group coverage to the insurance carrier (generally within 30 days of the involuntary loss), or

B. By satisfying the late enrollment waiting period (generally 12 months) of the insurance carrier.

If a change in coverage occurs, the effective date of such change must also be consistent with the beginning eligibility date under the cafeteria plan rules.

32.06 Flexible Spending Account

The Board shall provide and maintain a fully qualifying Flexible Spending Account, Section 125/129 Plan. The purpose of this plan is to allow all employees to tax-shelter unreimbursed medical expenses, payroll deducted health premiums, and dependent care service expenses. The District shall bear full costs of the set-up fees established by the plan.

32.07 Vision Insurance

Vision insurance group coverage is available for purchase for all full-time employees and part-time employees who work a minimum average of at least 20 hours per week.

PART IV – NON-REPRESENTED STAFF (ADMINISTRATORS, MANAGERS, DISTRICT OFFICE, & CHILD CARE STAFF)

Non-represented staff members are subject to the terms in Part I of this handbook as well as provisions included in their individual contracts.

