

# Employee Handbook



**Board of Education**

Effective July 1, 2013

Rev. 8/2017

## **GUIDING PRINCIPLES**

We are pleased to provide you with this Employee Handbook. Our collective team is remarkable. We have a strong board, strong leadership, strong staff, and parents who care. We work in a community that values education. Together, we do make a difference for the students and families we serve.

Our guiding principles drive our mission, and every employee plays a critical role in bringing our mission to life. The District has identified five primary strategic objectives as the focus of our long-term strategic planning. The purpose of these objectives is to focus critical resources to accomplish the mission of providing the best personalized and comprehensive education so our students will be prepared for, and positively contribute to, a profoundly different future. We will accomplish this mission by focusing on ensuring we have prepared graduates, excelling learners, safe and healthy people, considerate and meaningful communication, and effective and efficient operations.

It is important to work together as a team. Every employee is an integral part of our team. We are all trustees of the public confidence and stewards of the community's greatest assets – our students. Our team is dedicated to performing our work in both an efficient and effective way. Collectively we support and trust one another to accomplish this.

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful career. Not all District policies and procedures are included in this document. Those that are have been summarized.

The District reserves the right to change the regulations in this Handbook as we adopt more effective and efficient professional procedures. A copy of the Handbook will be made available on the District's website. If you have any questions regarding this Handbook, you are advised to contact the Human Resources Department located at the District Office.

<b>YOUR HANDBOOK AND DEFINITIONS</b> .....	<b>2</b>	Personal Appearance/Staff Dress Code .....	21
Introduction .....	2	Personal Property .....	22
Conformity to Law .....	2	Personnel Files .....	22
District Expectations .....	2	Physical Examination .....	22
Definitions .....	2	Political Activity .....	23
General Personnel Policies .....	3	Professional Development .....	23
<b>LEGAL COMPLIANCE</b> .....	<b>4</b>	Reduction in Staff .....	24
Equal Opportunity .....	4	Rehire Philosophy .....	24
Fair Labor Standards Act.....	4	Religious Observances and Reasonable Accommodation .....	24
Family and Medical Leave Act .....	4	Severance from Employment .....	24
Immigration Law Compliance .....	5	Solicitations .....	25
Harassment and Bullying .....	5	Teamwork.....	25
<b>STUDENT LAWS</b> .....	<b>7</b>	Time Off.....	25
Accident/Incident Reports.....	7	Violations .....	25
Bullying and Harassment of Students Policy .....	7	Violence in the Workplace.....	25
Sanctions and Supports .....	7	Voting (Time Off) .....	26
Child Abuse Reporting .....	7	Weapons Prohibition .....	26
Confidentiality .....	7	Whistleblower Protection.....	26
Equal Educational Opportunities .....	8	Work Spaces, Including Desks, Lockers, etc. ....	27
Personnel – Student Relations .....	8	Workplace Safety.....	27
<b>DISTRICT EXPECTATIONS</b> .....	<b>9</b>	Work Stoppage .....	27
Attendance .....	9	<b>MANAGEMENT RIGHTS</b> .....	<b>28</b>
Blood Borne Pathogen Plan .....	10	<b>YOUR PAYROLL</b> .....	<b>29</b>
Breast Feeding.....	10	Compensatory Time .....	29
Communications.....	11	Direct Deposit .....	29
Confidentiality .....	14	Pay Period Dates/Compensation.....	30
Conflict of Interest.....	14	Salary/Stipend Formulation.....	30
Contracts and Conflict of Interest .....	14	Wage attachments/ Garnishments .....	30
Copyright .....	14	<b>WORKER'S COMPENSATION</b> .....	<b>31</b>
Criminal Background Checks .....	14	Worker's Compensation and Reporting Responsibilities .....	31
Charges/Convictions for Active Employees - Obligation to Report Criminal Record .....	15	Benefits While on Worker's Compensation.....	31
Discipline and Dismissal of Employees .....	16	Injuries Not Covered by Worker's Compensation .....	31
District Property .....	16	Return to Work With Restrictions .....	31
Drug, Alcohol, and Tobacco-Free Workplace .....	16	<b>YOUR PAID LEAVE</b> .....	<b>32</b>
Email .....	18	Sick Leave .....	32
Emergency Notification Procedures/School Closing .....	18	Holidays during FMLA Leave .....	33
Employee ID Badge.....	18	Sick Leave Bank.....	33
Employment of Minors.....	18	Jury Duty Leaves .....	33
Ethics and Professional Conduct .....	18	Bereavement/Funeral Leave for a Death in the Immediate Family .....	34
Evaluations .....	18	Personal Leave.....	34
Exiting District Premises .....	19	Military Services Leave .....	34
Expense Reimbursement.....	19	<b>UNPAID LEAVES OF ABSENCE</b> .....	<b>35</b>
Facility Access & Visitors .....	19	<b>DISTRICT BENEFITS FOR YOU</b> .....	<b>36</b>
False Reports .....	19	Dental Insurance.....	36
Financial Controls and Oversight.....	19	Employee Assistance Program (E.A.P) .....	36
Fraud and Financial Impropriety .....	19	Health Insurance.....	36
Genetic Information Nondiscrimination Act of 2008 (GINA).....	20	Life Insurance .....	36
Gifts and Sale of Goods and Services .....	20	Long-Term Disability.....	36
Honesty.....	20	Wisconsin Retirement System (WRS) Contributions .....	37
Investigations .....	20	Unemployment Compensation Insurance.....	37
Job Descriptions.....	20	Voluntary Benefits .....	37
Job Postings .....	20	Cafeteria Plan/Flexible Spending Account .....	37
Leaves of Absence .....	20	Cash in Lieu of Health Insurance .....	37
Licensure/Certification .....	21	Employee Savings Plans .....	38
Media Relations.....	21	Vision Insurance .....	38
Mileage Reimbursement .....	21	Short Term Disability.....	38
Name and Address Changes .....	21	<b>COBRA LAW</b> .....	<b>39</b>
Nepotism .....	21	<b>EMPLOYEE ACKNOWLEDGEMENT</b> .....	<b>41</b>

# **SCHOOL DISTRICT OF MENOMONEE FALLS VISION, MISSION AND PHILOSOPHY**

## **Our Vision Statement**

The School District of Menomonee Falls continuously pursues excellence one student at a time.

## **Our Mission Statement**

In partnership with family and community, the School District of Menomonee Falls provides the best personalized and comprehensive education so our students will be prepared for, and positively contribute to a profoundly different future.

## **Our Philosophy**

The School District of Menomonee Falls will:

- Provide for the individual needs of students served in our District.
- Strive to develop positive self-esteem in all students.
- Communicate with parents regarding the needs and progress of their children and encourage parent involvement in the educational process.
- Constantly refine instructional skills to assure the highest quality of effort.
- Engage an ongoing student of educational programs to assure that current research is applied and identified needs are met.
- Involve community resources to support and supplement the educational process.
- Develop community partnerships.

## **Board of Education**

Wisconsin law grants the Board of Education the power to govern and oversee the management of the District's schools. The board is the policy-making body within the District and has overall responsibility for the curriculum, annual budget, employment of the superintendent and other professional staff, and facilities. The Board has complete and final control over school matters within limits established by state and federal law and regulations.

The Board of Education is elected by the citizens of the District to represent the community's commitment to a strong educational program for the District's children. All meetings are open to the public, except in certain circumstances, where the law permits the Board to go into a closed session.

## YOUR HANDBOOK AND DEFINITIONS

### Introduction

- A. Employees Covered: This Handbook is provided as a reference document for School District of Menomonee Falls (District) employees.
- B. Disclaimer: The content of this Handbook is presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment. 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, the individual contract shall control.

This 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 District Board Policies are available on the District website. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited to the following: federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the School District of Menomonee Falls.

### Conformity to Law

If any provision of this Handbook, or appendices, 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 appendices, should be restrained by such tribunal, the remainder of this Handbook shall continue in full force.

### District Expectations

The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, students and stakeholders. The District expects employees to comply with all 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/procedures, and with any other policies, regulations or guidelines that impose duties, requirements or standards which apply to their status as District employees. Violation of any policies, regulations or guidelines may result in disciplinary action, up to and including dismissal.

### Definitions

- A. Casual Employees: "Casual Employees" are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.
- B. Discipline: "Discipline" as defined in Grievance Procedure Pursuant to Wis. Stat. 66.0509(1m) and in Board Grievance Policy.
- C. Limited Term Employees: "Limited Term Employees" are defined as employees hired for a defined period of time of not more than one (1) year (i.e. a leave of absence or less than a full school year) and whose contracts would include an expected start and end date as well as a provision stating that there is no right to nonrenewal because the employee knows the contract will end on a date certain.
- D. Regular Employees: "Regular Employees" are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee. Regular employees may be employed on a full-time or part-time basis.

- E. Seasonal/Summer School Employees: “Seasonal employees” are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A “summer school employee” is defined as an employee who is hired to work for the District during the summer school session. “Summer school session” is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations. Seasonal/Summer School employees are not eligible for District sponsored health insurance or other fringe benefits.
1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to a qualified regular school year employee. The District at its discretion is free to use outside providers to perform such work.
  2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
- F. Substitute Employees: “Substitute Employees” are defined as persons hired to replace a regular employee during the regular employee’s absence.
- G. Supervisor: The District will identify the individual employee’s supervisor on the employee’s job description.
- H. Temporary Employees: “Temporary Employees” are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment and are not eligible for District sponsored health insurance or other fringe benefits.
- I. Termination: “Termination” as defined in Grievance Procedure Pursuant to Wis. Stat. 66.0509(1m) and in Board Grievance Policy.
- J. Employment “at-will” means that an employee can be terminated at any time with or without cause.

### **General Personnel Policies**

Additional information is included in District Board Policies. In case of a direct conflict between this Handbook, rules, regulations and policies of the Board, the District Board Policy shall control. If a direct conflict occurs between any of the foregoing and an individual contract, the individual contract will control.

## SECTION 2

## LEGAL COMPLIANCE

### Equal Opportunity

It is the policy of the District that persons seeking employment with the District shall not be discriminated against in employment by reason of their age, race, creed, color, religion, handicap or disability, pregnancy, marital or parental status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, membership in the National Guard, state defense or reserves, political affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, physical, mental, emotional or learning disability, or any other factor protected by local, state or federal law in all employment practices including terms, conditions and privileges of employment.

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

Requests from current employees for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act must be made in writing using forms obtained from Human Resources. Individuals unable to submit this form in writing or needing help in completing this form can contact the Human Resources Department for assistance.

### 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, including teachers, who meet regulatory requirements under the Fair Labor Standards Act [FLSA]. Notification of rights under the FLSA is set forth in the employment poster section at each location.

### Family and Medical Leave Act

- A. Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in this Handbook as required by federal law. The District shall post the text of the appropriate notices in the employment poster section at each location. 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 employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five (5) 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/forms/WH-381.pdf>.

The Wisconsin rights and responsibilities notice is located at <http://oser.state.wi.us/docview.asp?docid=6898>.

For a comparison of Federal FMLA and Wisconsin FMLA, please see the following link.  
[http://dwd.wisconsin.gov/er/family\\_and\\_medical\\_leave/publication\\_erd\\_9680\\_p.htm](http://dwd.wisconsin.gov/er/family_and_medical_leave/publication_erd_9680_p.htm)

- D. Designation Notice: The District shall "inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." U.S. DEP'T OF LABOR, Designation Notice (Family and Medical Leave Act), available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).
- E. Twelve Month FMLA Period: The twelve (12) month FMLA Period for the District is calculated based on the calendar year. If a claim has been filed under Worker's Compensation, you are absent pursuant to that claim, and the claim is based on your own serious health condition, Federal FMLA will run concurrently with Worker Compensation time off.

- F. Health insurance benefits for employees on an approved leave under the Family and Medical Leave Act will be paid by the District as they were prior to the leave.

### **Immigration Law Compliance**

The District is committed to employing only United States citizens and aliens who are authorized to work in the United States. Therefore, in accordance with the Immigration Reform and Control Act of 1986, employees must complete an I-9 form before commencing work and at other times set by applicable law or District policy.

<http://ww.wuscis.gov/files/form/i-9.pdf>.

Employees whose work authorization changes or expires after the date of hire must notify the District Human Resources Department immediately.

Employees are required to resolve name and social security number discrepancies that arise via no match letters from the Social Security Administration and via E-verify in a reasonable amount of time.

For more information please see <http://ww.wuscis.gov/files/form/i-9.pdf>.

### **Harassment and Bullying**

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of harassment and bullying. The District shall not tolerate harassment based on any personal characteristic as described above in Equal Opportunity Employment. 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, touching private body parts, coercing or forcing a sexual act on another, comments or innuendos;
- B. Physical or verbal abuse;
- C. Conduct is so severe, persistent, or pervasive that the conduct has the purpose or effect of unreasonably interfering with the employee's work performance, creates an intimidating, threatening, hostile, or offensive work environment; or otherwise adversely affects the employee's employment opportunities;
- D. Jokes, insults or slurs based on any personal characteristic described above in Equal Opportunity Employment. (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);
- E. Taunting based on any personal characteristic described above in Equal Opportunity Employment; and/or
- F. 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 harassment and bullying do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain that harassment and bullying do not exist in its policies, regulations and operations.

Anyone who believes that he or she has been the subject of harassment or bullying or has knowledge of violations of this policy shall report the matter to their immediate supervisor or Human Resources. Reports of harassment shall be made as soon as possible after the alleged acts. A failure to promptly report alleged harassment may impair the District's ability to investigate and address the harassment.



All reports regarding employee harassment or bullying shall be taken seriously, treated fairly and promptly and be thoroughly investigated. Individual privacy shall be protected to the greatest extent possible. There shall be no retaliation against any person who files a complaint under this policy in good faith. The District shall take appropriate and necessary action to eliminate employee harassment and bullying. Actions that are determined to be harassment or bullying shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of alleged harassment or bullying to their supervisor or Human Resources. If the supervisor is the subject of a complaint, the employee should report the complaint directly to Human Resources. Employees who fail to report incidents of alleged harassment or bullying may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to harassment or bullying complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal.

Upon receipt of a report of harassment or bullying, a supervisor shall immediately notify Human Resources.

Retaliation against an employee alleged to have experienced harassment, a witness, or another person who makes a report or participates in an investigation is strictly prohibited. A person who makes a good faith report of prohibited harassment shall not suffer retaliation for making the report. A person who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding prohibited harassment is subject to appropriate discipline.

For more information, please see Board Policy.

## SECTION 3

### STUDENT LAWS

#### 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 or 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 or Business Services Office within twenty-four (24) hours. In the event of a work-related accident or injury, please see the Worker's Compensation section of this Handbook.

#### Bullying and Harassment of Students Policy

The School District of Menomonee Falls and the Board of Education are committed to providing a safe, secure, respectful and nurturing learning environment for all students in school buildings, on school grounds, on school buses, and at school-sponsored activities. Bullying and harassment, whether by other students, staff or third parties, has a harmful social, physical, psychological and academic impact on bullies, victims and bystanders. The District consistently and vigorously addresses bullying and harassing behavior so that there is no disruption to the learning environment and learning process. The District does not tolerate bullying or harassment of students in any form, including sexual harassment, and will take all necessary and appropriate action to eliminate it, up to and including discipline of offenders and expulsion.

The policy applies both on school grounds and during activities that occur off school property if the student or employee is at any school-sponsored or school-related activity or function, such as field trips or athletic events where students are under the supervision of school authorities, or where an employee is engaged in school business.

This policy applies not only to students or staff who directly engage in an act of bullying or harassment, but also to students or staff who by their indirect behavior, condone or support another student's or staff member's acts of bullying or harassment.

#### Sanctions and Supports

Students or staff members found to have engaged in bullying or harassing behavior or who have retaliated against anyone reporting bullying or harassing behavior or participating in the investigation of such behavior will be subjected to disciplinary action. Such action may include, but is not limited to a warning, suspension, expulsion, dismissal in the case of an employee and referral to law enforcement officials for possible legal action.

Employees found to have participated in bullying behavior, or having become aware that bullying was taking place and failed to report the behavior, are considered to be in violation of the prohibition expressed in this policy. They may be subject to disciplinary action including but not limited to transfer, remediation, dismissal or discharge, consistent with the requirements of statutory authority, school District policies and other regulations or practices.

For more information, please see Board Policy.

#### Child Abuse Reporting

Wisconsin law requires any employee of a Wisconsin public school district who has reasonable cause to suspect that a child has been abused or neglected or who has reason to believe that a child has been threatened with abuse or neglect, and that abuse and neglect of the child will occur, to report the suspected child abuse and neglect to the District's Director of Pupil Services. Wis. Stat. sec. 48.981(2)(a)16m.

All School District employees shall receive training provided by the Department of Public Instruction within six (6) months of initial hiring and at least every five (5) years thereafter. Wis. Stat. sec. 118.07(5).

For more information, please see Board Policy.

#### Confidentiality

Student information, which employees obtain as the result of their employment with the District, is confidential and protected by law unless such information has been designated as student directory data as set forth in Board policy. Employees shall not reveal confidential information concerning students unless disclosure serves a lawful professional

purpose or is required by law. All employee shall comply with the The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) the Federal law that protects the privacy of student education records.

### **Equal Educational Opportunities**

The right of a student to be admitted to school and to participate fully in curricular, extra-curricular, student services, recreational or other programs or activities shall not be abridged or impaired because of sex, race, religion, national origin, ancestry, creed, color, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability of the student.

In keeping with the requirement of state law, the District shall not have any vestige of discrimination in admission to any school, class, program or activity standards and rules of behavior, including student harassment, disciplinary actions including suspension and expulsion, acceptance and administration of gifts, bequests, scholarships and other aids, benefits or services to student from private agencies, organization or person; instructional and library materials used in the District; methods, practices and materials used for testing, evaluating and counseling students; location and use of facilities; opportunity for participation in athletic programs or other extra-curricular activities; and in school sponsored School Nutrition programs.

For more information, please see Board Policy.

### **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, 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.

## SECTION 4

### DISTRICT EXPECTATIONS

#### Attendance

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule and arrive on time. 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 deviation from your scheduled hours has been requested or approved by your supervisor. At the discretion of the District and from time to time it may be necessary for your supervisor to alter your hours of work and/or schedule to meet the needs of the District. For all hourly employees breaks and meal periods may only be taken during times designated by the employee's supervisor/building administrator and as specified in the chart below.

Hours Worked	Requirements
Less than 4.0 hours	No paid breaks
4.0 hours up to 6.0 hours	One paid fifteen (15) minute paid break if schedule allows - Employee may not leave premises - May not be used to shorten work day
6.0 hours or more	One unpaid thirty (30) minute duty-free lunch - Employee may leave the premises during lunch

Any deviation from assigned hours including, but not limited, to overtime, compensatory time (as applicable to non-exempt employees only) must have prior approval from the employee's supervisor or building administrator. If approval is not obtained prior to a deviation, it may result in disciplinary action up to and including dismissal. Allowing another individual, including another employee, to log time worked, use your badge or District keys may result in disciplinary action up to and including dismissal.

Employees who are unable to report to work for any reason shall follow the applicable procedures for reporting his/her absence. Any time spent away from your regular position, whether it is a reduction in hours worked, tardiness, or a complete day of absence, must be accounted for in Skyward's Time Off (and Aesop if applicable) using the appropriate reasons. In all circumstances, all appropriate approvals must be obtained from the employee's direct supervisor or human resources. The District will monitor attendance and absence patterns.

For nonexempt employees, the exact time of arrival and departures must be accurately recorded daily on an employee's time record. These are legal records and must reflect actual time worked. Time worked includes all time (on premises or off premises) that an employee is required to be physically at work for the District. Time worked is used to determine overtime or compensatory time that is required for nonexempt employees. Time worked off premises will be limited and only available in specific times of District need.

The District records time for hourly employees in fifteen (15) minute increments. The District reserves the right to dock an employee's pay for lateness of increments greater than seven (7) minutes and will dock pay to the next quarter hour.

Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including dismissal. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including dismissal. Failure to return to work the day following the expiration of an authorized leave of absence may result in dismissal.

Employees who are exempt from overtime pay are employed according to the work schedules set by the District and at District discretion based on District needs. For example, the positions may be 10, 11 or 12 month schedules, etc. A school calendar is adopted each year designating the work schedule for teachers and all school holidays. Exempt employees will observe the normal workday schedule for each campus/department and additionally may have responsibilities which extend beyond the normal workday including, but not limited to, meetings, special events, and duty assignments. The District will provide appropriate preparation periods for all teaching staff, including traveling teachers, and will provide a lunch period as required by law. Although some summer interruptions are unavoidable due to external

organizations only offering certain trainings at certain times during the year, the District will strive to reduce required mid-summer trainings and meetings.

It is the responsibility of all employees to follow proper attendance reporting and, if applicable, secure the appropriate substitute for their absence. By following these guidelines, we can be assured that we are meeting federal and state labor laws.

### **Blood Borne Pathogen Plan**

The purpose of universal precautions surrounding blood borne pathogens is to eliminate or minimize exposure to blood or other potentially infectious body fluids. Treat all blood as potentially infectious. Appropriate barrier precautions should be used to prevent skin and mucous membrane exposure when in contact with blood or bodily fluids of any person. Hand washing is an important preventive measure in the spread of disease. Hands and other skin surfaces should be washed after contact with blood or body fluids and after the removal of gloves. Hand washing should be done with warm water and soap, vigorously scrubbing hands, wrists, between fingers and under nails. Hands should then be rinsed thoroughly, allowing water to run off finger tips. Dry hands with a paper towel, then use the towel to turn off the faucet.

All surfaces contaminated with blood or body fluids should be disinfected. Use gloves when cleaning up a spill. Call a member of the custodial staff for cleanup of any large spills, or if you need help cleaning contaminated surfaces.

Do not pick up broken glass with bare hands.

Articles contaminated with blood should be appropriately bagged and thrown away in a garbage can. If contaminated articles are thrown away in a classroom waste basket, have a custodian remove it as soon as possible. If an article is saturated with blood (blood can be squeezed out of it), it should be placed in a bagged trash bag.

Disposable latex or non-latex gloves should always be worn if any contact with blood or body fluids is anticipated. Gloves should be worn only once and thrown away. They should not be washed or decontaminated for reuse and are to be replaced as soon as practical when they become torn, punctured, or when their ability to function as a barrier is compromised. Hands should be washed immediately after removal of gloves. Goggles and masks should be worn whenever droplets of blood or other potentially infectious materials may be generated and eye, nose, or mouth contamination can be reasonably anticipated. Mucous membranes should be flushed with water immediately if exposure to blood occurs.

Needles or other sharps such as lancets used to test blood sugar in diabetic individuals should be disposed of in the sharps' container in the health room. The needles should not be recapped or broken.

Employees should minimize splashing as much as possible. Do not eat, drink, put in contacts, apply cosmetics, or lip balms in areas with possible exposure.

All exposure incidents should be reported to the principal, supervisor, and school nurse and should ultimately be turned into Business Services via the accident, injury or worker compensation form, as appropriate.

### **Breast Feeding**

Upon request, the District shall provide a reasonable break time for an employee to express breast milk for her nursing child for one (1) year after the child's birth each time such employee has the need to express the milk. For members of the professional teaching staff, "reasonable break time" generally means periods during the day when they are not engaged in instruction with students. Furthermore, the District shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Preferably, the space should have an electrical outlet for use by the employee.

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

Jokes or harassment based on breastfeeding will not be tolerated. If an employee is the subject of such jokes or harassment on that basis, she shall report the incident(s) to her supervisor. An employee engaging in any jokes or other harassment under this provision may be subject to discipline, up to, and including, dismissal.

## Communications

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

### A. Electronic Communications:

1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.
2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the District, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege which may be revoked at any time.
3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited to, activity logging, virus scanning, and content scanning.
4. Participation in computer-mediated conversation/discussion forums for instructional purposes must be a function of the existing District curriculum or approved by the superintendent, your supervisor and/or Technology and Assessment.
5. External electronic storage devices are subject to monitoring if used with District resources.

### B. User Responsibilities: District employees are responsible for their actions in accessing available digital resources. The following standards will apply to all District employees.

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

### C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein.

An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student. For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or

participant in the same civic, social, recreational, or religious organization. Notwithstanding the foregoing, if any such communications between an employee and a student with whom the employee has a pre-existing relationship rises to the level of an inappropriate communication, the employee may be subject to discipline under this provision up to, and including, dismissal.

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

“Authorized Personnel” includes classroom teachers, counselors, administrators, coaches, campus athletic coordinators, athletic trainers, and any other employee designated in writing by the District Administrator.

“Communicate” means to convey information and includes a one-way communication as well as a dialogue between two (2) 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 procedures on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

“Electronic media” includes all forms of social media including, but not limited 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 which 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, Athletic Director, 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 and the communication must be specifically related to the extracurricular activity.
  5. Upon request from the administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
- E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District’s adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records.

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

- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded.

Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, or 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, continuous improvement activities, classroom instruction for District use, etc.

- 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, but are not limited to:
1. Confidentiality of student records.
  2. Confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses.
  3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
  4. Prohibition against harming others by knowingly making false or inappropriate statements about a colleague or the District.
  5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
  6. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication irrespective of whether such communication is otherwise permitted herein.
- H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. Disclaimer: The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system. 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.
- J. District Resources: District computers, network resources, and other electronic or digital devices may be provided for instructional, developmental, and management purposes for use by staff. Such resources may not be used to disrupt educational or management functions. Software and hardware (including any and all programs and applications) shall not be introduced, destroyed, modified, copied, transferred, decompiled, disassembled, disabled, or otherwise abused in any manner. Unless directly related to job functions, users shall not seek information on other users on the District's resources including, but not limited to, their passwords, files, data, electronic mail, or other data that may be stored and accessible or available.
- K. Suitability of Materials: All resources or materials accessed by the employee shall be directly related to the education of students, the professional development of the employee, or the management of these resources. The District



expects its employees to exercise sound, moral, and reasonable professional judgment in this matter. Immoral conduct includes but is not limited to using the school's computer to view, seek or download pornographic material which is a violation of state law and results in employee license revocation.

- L. Violations of Communication Procedures: If an employee commits any violation of the communication procedures outlined in this section of the Handbook, the District may take appropriate legal action, disciplinary action up to and including dismissal, and other action to preserve the integrity of the District's property and resources.

### **Confidentiality**

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 or approved by the appropriate administrator.

Should an employee receive a request for a reference check specific employment status, income/wages, date of employment, etc. all requests should be forwarded to Human Resources. If an employee is requesting a letter of recommendation on District letterhead, those should only be provided by an appropriate administrator. Administrators shall make a good faith effort to provide accurate, factual information regarding the employee.

### **Conflict of Interest**

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

Additionally, the District management will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest.

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

Subject to certain exceptions set out in statute, no employee may:

- A. Negotiate or bid for, or enter into a contract in which the employee has a private financial 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. See *Wis. Stats. § 946.13(1)(a)*.
- B. 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)(b)*.

### **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.

### **Criminal Background Checks**

All individuals applying for a position within the District are required to apply using WECAN, or such other District defined employment website as may from time to time be utilized, and in so doing agree to allow the District to perform a background check and provide the District with the following information:

- A. If you have been convicted of an ordinance violation, misdemeanor or felony in this state or any other state or country; and

- B. If you have been dismissed or non-renewed, or have resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District's performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination. Knowingly falsifying, omitting, or providing misleading information shall be sufficient grounds for dismissal.

Additionally, all persons applying for any position agree to the release of all investigative records to administration for examination for the purpose of verifying the accuracy of criminal violation information; and

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

Employees may be subject to a review of their criminal history record information at any time during employment.

### **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 (3) 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 standards 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 dismissal. Such report shall be made as soon as possible, but no more than three (3) calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees as necessary to serve a legitimate District purpose.

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

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

- The nature and gravity of the offense or conduct;
- The time that has passed since the offense, conduct and/or completion of the sentence;
- The nature of the position to which the employee is assigned; and
- 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 or from suspending an employee based upon an arrest, indictment or conviction.

For any employee who is convicted of a felony and has not been pardoned, the District shall have discretion to terminate that individual's employment or to non-renew his/her contract.

### **Discipline and Dismissal of Employees**

An employee may be subject to discipline or dismissal based on unacceptable work performance or misconduct. Discipline for grievance purposes shall include any employment action that results in disciplinary suspension with loss of pay, disciplinary reduction in pay or other benefits, disciplinary demotion, or dismissal. Discipline shall not include the following:

- Plans for improvement or performance improvement;
- Performance evaluations or reviews;
- Non-renewal;
- Reductions in force;
- Documentation of employee acts and/or omissions in an employment file;
- Suspension with or without pay pending investigation or alleged misconduct or nonperformance;
- Non-disciplinary wage, benefit or salary adjustments;
- Non-disciplinary demotion; or,
- Other non-material employment actions.

Discipline or dismissal will be subject to the Grievance procedure set forth in Board Policy, as amended from time to time. The standard for discipline or dismissal is as follows:

- There must be a factual basis to support a finding of conduct in which the District has a disciplinary or termination interest; and
- The discipline or dismissal imposed by the District must not be arbitrary or capricious.

. For further clarification see the Grievance Policy in Board Policy.

(NLRB has issued the opinion that Weingarten does not apply to non-union environments.) Dismissal as a result of discipline may be subject to the grievance procedure. However, when the employment relationship between the District and an employee is terminated for the following reasons, the grievance procedure does not apply:

- Non-renewal under Wis. Stat 118.22 or Wis. Stat. 118.24;
- Reductions in force;
- Voluntary termination including, without limitation, quitting or resignation;
- Job abandonment;
- End of employment due to disability, lack of qualification or licensure or other inability to perform job duties;
- Retirement;
- End of employment and/or completion of assignment of temporary, limited term, casual, seasonal, summer, contract, daily assignment, substitute, or replacement employment relationship.

Non-renewal and reductions of force of contracted employees is addressed in the appropriate appendices.

### **District Property**

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

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

The District seeks to provide a safe drug-free workplace for all of its employees. Consumption of drugs or alcohol while acting within the scope of the employee's job function(s), and/or while the employee is responsible for the supervision of students (i.e. coaching, field trips, etc.) is prohibited.

- A. Prohibited Acts - Drugs and Alcohol: 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 will be disciplined, up to and including dismissal. All school employees shall cooperate with District Administration and law enforcement agencies in investigations concerning any violation of this provision. Failure to cooperate will result in disciplinary action including and up to termination.
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, or in the presence of students at school or school-related activities. This includes all District premises whether indoors or outdoors. 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 make available on its website drug-free awareness information to employees regarding the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. (See Board Policy Drug-Free Workplace and 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. 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, while supervising students, or prior to or while attending any District function on or off District property. Refusal to consent to testing will result in termination.
- E. Additional Testing and Requirements: Employees moving to another position may be required to undergo additional physical examinations/tests or alcohol/drug testing, depending on the classification of their new position. During the pre-employment physical, a drug screening may be required according to District hiring practices.
- 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 procedures.
- F. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to discipline. Such discipline may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or termination from employment with the District, and referral to appropriate law enforcement officials for prosecution. Compliance with the District's policies and procedures 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 (3) days after such conviction. Within ten (10) 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 dismissal, 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).

## Email

Email cannot be used for private or commercial offerings of products or services for sale or to solicit products or services. Email cannot be used for political or religious purposes. System users are to observe the following network etiquette:

- Be polite.
- Email messages will not contain improper language, swearing, vulgarity, ethnic or racial slurs or any other inflammatory language.
- Do not reveal personal information of users or others, including, but not limited to, staff and students.
- Do not send chain letters, or forward messages to large groups of users.
- Users are responsible for material delivered to their accounts.
- Mail from outside email providers must meet the District Acceptable Use Policy.

## Emergency Notification Procedures/School Closing

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

If conditions warrant the closing of schools, automated calls will be placed to employee home phone numbers beginning at 6:00 a.m. or as soon as practicable using the District's School Messenger System. Staff may also be notified by the District's email service.

The School Messenger System will be used to announce any deviations from the regular school day schedule.

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

### Radio

WTMJ 620 AM  
WOKY 920 AM  
WLKE 94.5 FM  
WRNW 97.3 FM  
WMIL 106.1 FM

### Television

WTMJ TV4  
WITI TV6  
WISN TV12  
WDJT-TV58

Employees are encouraged to monitor these TV and radio stations. Our school system will be identified as, Menomonee Falls Public Schools.

## Employee ID Badge

The safety and well-being of District students and staff is of paramount importance. Therefore, all staff members, during school hours, are required to wear the photo ID badge issued to them by the District. Human Resources will issue an ID badge to all new employees. Loss or damage of the ID badge must be reported to Human Resources immediately. Loss or damage to the ID badge may result in a fee for replacement. The badge is the property of the District and must be returned upon retirement, resignation, or dismissal.

## 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.

## Ethics and Professional Conduct

Each employee shall comply with standard practices, ethical conduct and cooperative spirit toward all stakeholders including, but not limited to, students, professional colleagues, school officials, parents, and members of the community. Each employee shall demonstrate personal integrity, exemplify honesty and good moral character, and extend just and equitable treatment to all stakeholders. Employees wishing to express concern, complaints, or criticism shall do so through their supervisor or Human Resources.

## Evaluations

Evaluation of an employee's job performance is a continuous process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties, District core competencies, and other job related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually. Written evaluations

will be completed according to the District established evaluation systems and processes. Various types of information may be included in an employee evaluation including but not limited to reports, artifacts, correspondence, feedback from stakeholders and memoranda.

### **Exiting District Premises**

In the interest of District safety for all students and staff, all employees assigned to school building locations are required to sign out upon leaving District property during regular business hours. In the event of an emergency, this will allow administration to maintain an accurate list of those expected to be on the building premises. Failure to comply with this request may result in discipline up to and including dismissal.

### **Expense Reimbursement**

The District shall reimburse employees for expenses incurred while working or conducting business on the District's behalf. Employees will be reimbursed for mileage (see below) and other travel expenditures according to the current rate schedule established by the District. Employees must submit detailed receipts in order, to be reimbursed for expenses other than mileage. Requests for final reimbursement for expenses from the District must be submitted within 10 business days of the separation of employment. Failure to request reimbursement for expenses within 10 business days of the separation of employment or provide appropriate substantiation of the incurred expenses within 10 business days of the separation of employment will not be reimbursed to the employee.

### **Facility Access & Visitors**

The District's goal is to maintain maximum security and safety at a minimum of inconvenience to our employees. All visitors must check in at the main office and if appropriate, be escorted by authorized personnel to their destination. Certain doors at each building will be unlocked only at specific times. Employees who observe an unauthorized individual on the District premises must immediately direct him or her to the building office or contact the administrator in charge.

### **False Reports**

Employees may be disciplined for filing false reports or statements including but not limited to the following: accident reports, attendance reports, pay records, insurance reports, physician's statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports. Employees are prohibited from logging or clocking in or out for another employee. Consequences for doing so will result in disciplinary action which may include dismissal.

### **Financial Controls and Oversight**

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

### **Fraud and Financial Impropriety**

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

If an employee is found to have committed fraud or financial impropriety, (including falsification of pay records), the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include dismissal. 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.

## **The Genetic Information Nondiscrimination Act of 2008 (GINA)**

GINA prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that employees and health care providers do not provide any genetic information in any medical certification. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

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

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. Employees should accept only gifts of token value from students.

It shall not be considered a violation of this policy for an employee to receive incidental entertainment, food, refreshments, meals, or similar amenities that are provided in connection with a conference or similar work-related activity.

## **Honesty**

Honesty is a core value in the District. Employees shall not create any intentional inaccuracies, misleading or by omission verbally or written including but not limited to time sheets, job applications, student records, district inquiries or investigations, etc.

## **Investigations**

- A. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters pertinent to such investigation or inquiry, 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. If an employee fails to cooperate (including falsifying information, providing misleading information, omitting information or is nonresponsive) with the District's investigations or inquiries, it will constitute "insubordination," a violation that will be grounds for disciplinary action up to and including dismissal.
- 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). This warning enables the District to question an employee regarding an investigation and require that they respond, while protecting the employee's constitutional rights.
- C. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

## **Job Descriptions**

Job descriptions are available for review in Human Resources. At a minimum, the descriptions will include the job title and description, the title of the supervisor, the minimum qualifications, physical and mental demands and the essential functions of the position. Employees must be able to perform the essential functions of the job description.

## **Job Postings**

Job postings, internal and external, are posted on a regular basis and will appear on the WECAN or another employment website utilized by the District. The District reserves the right to interview and select the best qualified candidate. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. While every effort will be made to recognize the qualifications of internal candidates, the District will hire the candidate that most closely meets the needs of the District which may be an external candidate.

## **Leaves of Absence**

Any unpaid leave of absence for any reason beyond those covered by Family Medical Leave Act (FMLA) will be granted at the discretion of the District. A formal request and circumstances for the leave must be approved by Human

Resources. A leave of absence may be obtained for a variety of employee-requested reasons and will be granted based on an individual's circumstances and the needs of the District.

When a person has exhausted all paid time off and all FMLA, if applicable, they will be placed COBRA and expected to pay the entire cost of the employee's benefits. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

A failure to return after expiration of the leave will be considered a voluntary resignation of the employee's position with the District. It will also constitute a waiver of any and all rights to further employment by the District.

If a person goes out on leave and does not come back, the staff members agrees to reimburse the District for any paid sick leave taken.

### **Licensure/Certification**

Every teacher, administrator or special education educational assistant who is required to be licensed or certified by law must, within twenty (20) days of hire or recertification, provide the District with a copy of the current license or certificate to be maintained in his or her personnel file. 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.

### **Media Relations**

All media requests and inquiries must be directed to the District Administrator.

### **Mileage Reimbursement**

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) standard mileage rate to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. This rate will be adopted by the District at the beginning of each fiscal year.

### **Name and Address Changes**

It is important that employment records be kept up to date. Employees must notify Human Resources and payroll if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. Each employee is required to provide Human Resources and their immediate supervisor with current contact information in case of emergency. The District will require appropriate documentation of any legal change prior to making the change for District purposes. This can be done through Skyward's Employee Access.

### **Nepotism**

Among the criteria for employment with the School District of Menomonee Falls are appropriate job-related skills, experience and qualifications. Marriage and family relationships constitute neither an advantage nor a disadvantage in consideration for employment. No individual, however, will be hired into a position which is directly supervised by a relative or member of the same household, who has or may have direct effect on the individual's progress or performance, hiring, retention, promotion, evaluation or in determining the salary of that person. Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. If the applicant is related to an administrator, the decisions referenced above will be deferred to either another administrator or the District Administrator. For the purpose of this policy, "relative" includes, but is not limited to, parent, spouse or domestic partner, son, daughter, sister, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-relatives, and/or grandchild.

### **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.

District and building Administrators will collectively determine a consistent dress code for all employees across the District, including criteria for days designated as “dress down” days.

No dress code can cover all contingencies so employees must exert a certain amount of professional judgment in their choice of clothing to wear to work as well as to wear during any supervisory responsibilities. If you experience uncertainty about acceptable, business attire for work, please ask your supervisor or your Human Resources staff. If clothing fails to meet these standards, as determined by the employee’s supervisor and Human Resources staff, the employee will either be asked not to wear the inappropriate item to work again or will be sent home (without pay, if applicable) to change their clothing. If the problem persists, the employee may be subject to discipline.

If, as part of an employee’s position within the District, he or she is provided a uniform and/or safety attire the expectation is that it will be worn accordingly and kept clean and in good repair.

Additionally, in some appendices there is further job description clarification with regard to the required attire.

### **Personal Property**

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 or District leased locations.

### **Personnel Files**

Examination of files 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 a member of Human Resources. 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 make copies of any documents contained in the personnel file except those delineated in § 103.13(6), Wisconsin Statutes. The employee is expected to pay for the cost of making copies. If you have need for a copy or copies from your employment record, a written request is required. Copies of records will cost \$.10 (cents) per copy (sheet).

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 to 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.

Personnel files are considered confidential except to the extent they are subject to open records laws or requests and other mandatory or regulatory rules or laws.

### **Physical Examination**

- A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with §118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District. According to District procedures additional testing may be required to establish the person’s ability to perform essential job functions.
- 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 may result in discipline up to and including discharge/dismissal.

## **Political Activity**

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

- A. No school employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or to support or defeat of any referendum, candidate for public office, legislation, or political action.
- B. During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a "political purpose" includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.
- C. Unless approved, no school employee shall use in any way the classrooms, buildings, or students for the purpose of solicitation, promotion, election, or to support or defeat of any referendum, candidate for public office, legislation, or political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District's policies regarding facilities use by third parties.
- D. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- E. Employees have a responsibility to show objectivity and neutrality to ensure that various sides of an issue are presented in a balanced manner. While it is recognized that an employee has a right to maintain and express a particular point of view, the employee has an obligation to inform students that the position is a personal opinion and to present in a fair manner the alternate views of the issue.

The District will not directly or indirectly discourage employees from participating in political affairs or require any employee to join or contribute to any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization. An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with or concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

Use of District resources, unless as indicated above, including work time for political activities, is prohibited.

## **Professional Development**

Staff development activities are organized to meet the needs of employees and the District. Staff development for instructional personnel is related to achieving District performance objectives, student achievement, specific licensing requirements and/ or legal obligations and must be approved by a District administrator or his or her designee.

Staff development for non-instructional personnel is designed to meet specific licensing requirements (as applicable) and continued employee skill development and must be approved by a District administrator.

Individuals holding renewable licenses and/ or certifications are responsible for obtaining the required training hours and maintaining appropriate documentation. That documentation should be filed in a timely fashion, within 20 days of certification or recertification.

## **Reduction in Staff**

In the event the Board of Education determines it is necessary to reduce the number of staff employed, the District will make every attempt to provide timely and appropriate notification. The following criteria are a list of items that may be used in the evaluation process. This list is not exhaustive and as necessary other factors may be utilized in the decision. The order is not indicative of importance level, rather the decision will be made on the total circumstances. Additionally, not all criteria listed below are applicable to all employee groups.

- Needs of the District
- Qualifications/skills/certification/training/professional growth and adaptability
- Performance and evaluations (i.e. type; quantity and quality of work/service to District, community and profession, willingness to learn new skills, improvement plans)\*
- Length of service to the District
- Breadth of certification/licensure
- Involvement in extra-curricular activities/committees
- Student growth
- Professional preparation for job duties
- Professionalism
- Communication skills
- Previous or current discipline
- Collegial and stakeholder relationships

A reduction in force, including layoff, or dismissal of employment for any reason does not require the District to recall those employees in any order or to recall the individuals at all.

\*Greater weight may be given to more recent evaluations.

## **Rehire Philosophy**

The District does not support the practice of rehiring retirees of the District because it is not strong transition planning for the future. The District will not recruit retired employees except in special circumstances. Situations where the District might recruit a retired employee might include covering a temporary medical leave in a hard to hire area, or as a substitute teacher. The District will comply with all WRS reporting requirements with regard to employee status and is not responsible for any impact to annuity payments based on re-employment.

## **Religious Observances and Reasonable Accommodation**

The District is required to reasonably accommodate an employee's religious beliefs or practices, unless doing so would cause more than a minimal burden on the operations of the employer's business. This means an employer may be required to make reasonable adjustments to the work environment that will allow an employee to practice his or her religion. The District is committed to supporting employees in their sincerely held beliefs whether religious, ethical or moral. Examples of some common religious accommodations include flexible scheduling, job reassignments and modifications to workplace policies and practices.

## **Severance from Employment**

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

- A. Termination pursuant to the terms of this Handbook and/or the employee's individual contract;
- 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;
- F. Job abandonment (defined as any combination of three "no-call, no-show" days);
- G. Layoff.

Contracted employees may resign their position without penalty at the end of any school year. A written notice of resignation should be submitted to Human Resources. Contracted employees may resign at any other time only with the approval of the Board of Education.

Non-contract employees may resign their positions at any time. A written notice of resignation should be submitted to Human Resources.

Separating employees are asked to provide the District with a forwarding address and phone number. All District keys, books, property, including intellectual property, and equipment must be returned upon termination.

Professional notification of a voluntary resignation or retirement is respectfully requested as soon as practicable.

### **Solicitations**

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

### **Teamwork**

Per our Guiding Principles, providing a quality education for students and a quality work experience for employees involves teamwork and trust among all employees in the District. Teamwork is demonstrated by showing respect, collaboration, participation, cooperation and leadership at all times. This includes helping to create a pleasant, caring and enjoyable work atmosphere.

### **Time Off**

If an employee is away from his/her position, the employee is required to enter the appropriate time in Skyward's Time Off System. This includes time off for all purposes including but not limited to FMLA, vacation, sick time, professional development, funeral leave, personal days, etc. Each individual is responsible for entering his/her own time off into the system.

If a substitute is required, Time Off will direct the employee to the AESOP system for requesting a substitute. Again, except in rare instances such as the use of a floating substitute requested by the building administration, each employee is responsible for entering his/her own substitute request.

### **Violations**

Employees shall comply with the standards of conduct set out in this Handbook, Board Policy, state and federal regulations, and with any other policies, regulations, and guidelines that impose duties, requirements, or standards applicable to their status as District employees. Violation of any policies, regulations, and guidelines may result in disciplinary action up to and including dismissal.

### **Violence in the Workplace**

- A. Expectations: Violent or intimidating behavior of any kind or threats of violence, either direct or implied are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, visitors or volunteers. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including dismissal and may also be referred to law enforcement.

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 and Human Resources. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

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

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

The District will not tolerate retaliation against any employee who in good faith reports workplace violence. Retaliation by another employee of the District will result in discipline up to and including dismissal.

### **Voting (Time Off)**

According to Wisconsin Law (Wis. Stat. §6.76(1)), employees are entitled to up to three (3) hours leave to vote. The employee must request leave before Election Day. The District will deduct pay for time lost. The District can set the time for the employee to leave to vote.

### **Weapons Prohibition**

Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. For purposes of this policy, "weapons" include, but are limited to, firearms (whether loaded or unloaded), knives, billy clubs, tasers or similar electronic control devices, ammunition, explosives and any other device, instrument or substance which, in the manner it is used or intended to be used, could cause death or great bodily harm. See WIS. STAT. §§ 120.13(1), 948.60, 605.61 for the further definition of "weapons."

This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this policy (e.g., law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty).

The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.

In addition to this policy's general prohibition on weapons, District employees are specifically prohibited from possessing or carrying weapons while in the course and scope of performing their jobs and, to the extent permitted by law, when they are performing their jobs while away from District property. However, an employee may have a firearm in his/her motor vehicle in the District's parking areas if the firearm is not loaded and is encased in or is in a locked firearms rack in the vehicle. The firearm may not be removed from the vehicle or from its case or the firearms rack while on District property. Employees who violate this policy may be subject to discipline, up to and including termination from employment.

### **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 or his/her designee. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.
- B. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.
- C. Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's grievance procedures. 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 dismissal, 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 District. 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.

### **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.

### **Workplace Safety**

- A. Adherence to Safety Rules: All employees shall adhere to District safety rules, procedures, protocols and regulations and shall report unsafe conditions or practices to the appropriate supervisor.
- B. Protection of Staff: An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.
- C. Notification of Safety and Health Standards: A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.
- D. Discrimination  
The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under the District's grievance policy to address workplace safety issues. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See Wis. STAT. § 101.055; Public Employee Safety and Health, available at <http://dsps.wi.gov/sb/docs/sb-PubSectSafEmployeePoster9301.pdf>
- E. Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

### **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 5

### MANAGEMENT RIGHTS

#### Description of Rights

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

- A. To direct all operations of the school system;
- B. To establish and require observance of reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule assign and re-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. Right of transfer and/or placement within the District of an employee qualified for the position;
- K. To determine the methods, means and personnel by which school system operations are to be conducted;
- L. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- M. To determine the educational policies of the District; and
- N. To contract out for goods and services.

## SECTION 6

### YOUR PAYROLL

All employees' pay will be established through a benchmarking and data analysis process. Pay ranges and individual earnings will be reviewed according to many factors including but not limited to evaluations, potential placement on a performance improvement plan, performance according to job duties and job description, leadership roles, position held, job experience and skills, market data, current cost of living, etc. These procedures and ranges will be established and maintained by Human Resources.

Employees are paid in accordance with administrative guidelines and an established pay structure. All District positions are classified as exempt or nonexempt according to federal law. Employees should contact Human Resources for more information about the District's pay schedules or regarding their own pay.

If applicable (only nonexempt hourly employees), overtime will be calculated based on a forty (40) hour work week. The forty (40) hours is not measured by the day or the employee's regular work schedule. Paid leave, discussed below, will not be included in the forty hour work week calculation. Overtime will be paid in accordance with federal and state wage and hour laws. For example, if an employee's normal work week is Sunday through Saturday and the person works three days (Monday, Tuesday and Wednesday), takes Thursday and Friday as paid leave (i.e. vacation), then returns and works Saturday, he or she only has thirty-two hours that would be counted to determine potential overtime earnings.

Nonexempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor. Additional work performed beyond a person's normal work schedule and without approval may result in discipline up to and including dismissal.

The District will require all non-exempt employees to submit their hourly time according to those procedures. Each employee is responsible to log/track, maintain and submit all pay according to actual time worked. Any employee that either submits time for another employee, logs in or reports time for another employee or in any way alters the pay record of another employee, unless they have been directed by an appropriate administrator to do so, will be considered to have falsified reports and subject to discipline up to and including dismissal.

#### **Compensatory Time**

Only non-exempt employees may be compensated for overtime at time-and-a-half rate with compensatory time off (comp time) or direct pay. All overtime must be approved by the employee's supervisor/building administrator prior to the person working the additional time. If overtime is worked and not approved by the Administrator prior to the work being completed, the employee will be subject to discipline up to and including dismissal.

The employee's supervisor/building administrator has discretion to determine whether to pay any overtime as compensatory time or direct wages. If compensatory time is granted by the administrator, the employee must complete the compensatory submission form. This must then be submitted to payroll. Payroll will allocate the time into Skyward. If compensatory time is granted by the administrator, the employee must complete the compensatory submission form. This must then be submitted to payroll. Payroll will allocate the time into Skyward for future usage by the employee. The maximum amount of time that an employee may accumulate at any given time is twenty-four (24) hours. The compensatory time will be calculated at 1.5 hours for each hour of overtime worked. It is the responsibility of the employee's supervisor/building administrator to verify and track the compensatory time worked. All compensatory time requested will require the administrator to verify and approve the request for payroll purposes. If an employee requests the use of compensatory time, the administrator will not unreasonably deny the request.

All compensatory time accrued but not used by the end of the fiscal year (June 30), will be paid on the next payroll processing. Should an employee terminate employment prior to using any accrued compensatory time, the allocation will be paid out on his/her final paycheck.

#### **Direct Deposit**

All employees shall participate in a direct payroll deposit plan. Pay stubs may be accessed under Skyward Employee Access. Each employee shall have access to their electronic records.



Each non-exempt employee shall, with each electronic payroll deposit slip (viewable in Skyward Employee Access), receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each exempt employee shall, with each electronic payroll deposit slip, receive information on the employee's salary received.

### **Pay Period Dates/Compensation**

Payroll cycle and frequency payment information is addressed in Payroll department procedures. Please contact the Business Services Office for additional information. The District will comply with all Fair Labor Standards Act provisions and federal regulations mandated by the Department of Labor and other applicable federal regulatory entities. Additionally, as applicable the District will comply with the Wage and Hour/Labor Standards as mandated by the Wisconsin Department of Workforce Development.

Pay is subject to all deductions required by law. Examples of required deductions include: federal income tax, social security payment, Medicare, Wisconsin Retirement System (WRS) and state and local income taxes, as applicable. The amount of deductions will depend on earnings and the amount of exemptions claimed on individual W-4 forms. If an employee wishes to change their exemptions or additional withholdings, he or she must request, complete, and return a new W-4 form to the payroll office. Only School District employees may modify their own W-4 forms. Verbal or written requests are not sufficient to modify exemptions or withholdings. Please check Skyward "Employee Access" to ensure that the proper withholdings have been applied.

Voluntary deductions may be deducted from an employee's pay at the direction of the employee. This includes but is not limited to benefit payments for benefit plans offered by the District, charitable donations, etc. Verbal requests are not sufficient to establish these deductions. They must be authorized by the employee in writing and submitted for approval to the Business Office and/or Human Resources Department.

The annual W-2 form reflects how much of an employee's earnings were deducted for these purposes. Any other mandatory deductions made to paychecks, such as court ordered garnishments, will be communicated whenever the District is ordered to make such deductions. Again, questions about payroll procedures should be discussed with the Business Services Office.

Should there be an underpayment of any kind; the District will make every effort to repay the amount as quickly as possible. In the event that there is a mistaken overpayment of any kind made by the district, it is the employee's responsibility to bring this to the attention of the Business Office. Salary deductions are automatically made for unauthorized or unpaid leave.

Should employment be severed and monies are due to the District for any reason, unless other arrangements have been agreed upon by the District and the employee, the District will deduct those funds from any remaining payments due to the employee. This includes payroll as well as reimbursement expenses and voluntary deductions.

For resignation and retirements, the earliest you can request your final paycheck is for the pay date following your effective resignation date.

### **Salary/Stipend Formulation**

All types of pay including but not limited to wages, salary and stipend amounts are determined by reviewing external market salary information, internal equity considerations, District budget ramifications, and input from District leadership.

### **Wage attachments/ Garnishments**

The District is required to honor garnishments, wage assignments, and levies as prescribed by law. Properly authorized garnishments require withholding pay based upon a formula established by law. The Business Services Office notifies all individuals for whom garnishments are received.

## SECTION 7

### WORKER'S COMPENSATION

#### **Worker's Compensation and Reporting Responsibilities**

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job must immediately within twenty-four (24) hours, report the injury to their immediate supervisor or the Human Resources Office if their supervisor is unavailable prior to seeking medical attention if at all possible. The employee must fill out an accident report form contained in the "Work Comp Kit" which can be obtained from a custodial office, the District Administrative Offices, or a principal's office. It is essential that all injuries are reported immediately, within twenty-four (24) hours, no matter how minor they may appear at the time. If care is sought at a later time/date, that must also be reported. The supervisor must submit the information to Human Resources.

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

If any employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance and the employee will receive his/her worker's compensation payment. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave. Additionally, the employee may concurrently be placed under federal FMLA leave if they, themselves, have a serious health condition and otherwise qualify under the federal FMLA guidelines.

All available benefit payments are determined by the Worker's Compensation Insurance carrier.

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

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

- A. Injuries because of an intentional 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.

#### **Return to Work With Restrictions**

Should the District determine that work is available within physician proscribed restrictions and the District is able to meet those restrictions, the employee is required to return to work. Rejection of an offer to return will be considered a voluntary resignation.

## SECTION 8

### YOUR PAID LEAVE

Your available paid leave days indicating the number of allocated or accumulated days for various days of leave away from work will be noted in Employee Access – Time Off. All paid time off days may be allowed in increments of one-half (½) day or one (1) full day. Employees hired during the year will receive a prorated amount of paid leave. Part-time employees will receive leave on a pro-rated basis based upon the number of hours they are scheduled to work.

Requests for approval of Personal Leave shall be entered in Skyward (Time Off) and shall be made as far in advance as possible, normally not less than ten (10) days. Administration has the right to approve or disapprove all requests. It is at the Districts discretion as to how many employees will be granted leave on any particular day in order to meet District needs. If the District is unable to meet student needs, the District may cancel prior approved personal leave.

#### Sick Leave

Each employee shall be credited with one (1) day of paid sick leave per month worked prorated by the number of hours they are scheduled to work. Any employee retiring will be credited only with those days earned at the time employment is severed.

- A. Any available sick leave shall be paid for any absence from work due to the following:
1. Personal illness, injury or serious health condition of the employee other than injuries or health conditions due to Worker's Compensation;
  2. Serious health condition, illness or injury of a spouse, child, step child, or parent.
  3. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours. Employees must provide medical substantiation for pre-planned Non-FMLA related medical or dental appointments to the Human Resources office. The medical substantiation must include the date, time and length of the appointment. It is expected the employee report to work during scheduled work hours before and/or after the scheduled appointment. The medical substantiation must be provided within three (3) workdays after the appointment. Failure to provide appropriate medical substantiation or failure to report to work before and/or after the appointment will be deemed an unexcused, unpaid absence and subject to discipline including and up to termination.
  4. An employee may have an opportunity to use sick leave in advance of earning the sick leave. If an employee is granted the opportunity to use sick leave in advance, a condition of approval would be if an employee terminates employment before earning the sick leave, he or she would be required to pay back all unearned sick leave. Additionally, as a condition of approval, any required reimbursement funds will be deducted from any remaining earnings owed to the employee from the final payroll. Any additional required reimbursement funds will be provided to the District via check within two weeks of the last paycheck date.
- B. Sick Leave Accumulation  
Sick leave for full-time employees will accumulate 1 day per month to a maximum seventy-two (72) days.
- C. Sick Leave and Long-term  
In the event an employee becomes eligible for benefits under the District's long term disability insurance program (as applicable), the employee will no longer receive paid sick leave.
- D. Reporting Procedure - Medical Substantiation  
If at all possible, each employee will be required to inform his/her supervisor prior to his/her normal daily starting time, of his/her need to be absent due to illness. Whenever the supervisor or Human Resources deems such verification appropriate, the employee may be required to furnish the District with medical substantiation of the illness signed by either a licensed physician or a nurse practitioner. Such certificate shall be in its original form (not a copy) and include the date(s) and medical reason why the employee could not report to work. The medical substantiation must also include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Failure to provide appropriate medical substantiation within three (3) days of the absence will be deemed an unexcused, unpaid absence and subject to discipline including and up to termination.

## **Holidays during FMLA Leave**

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

Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

## **Sick Leave Bank**

An employee who has exhausted all of their paid time off (i.e. vacation, personal days, sick days, etc.) can request up to 6 days per year of employment (i.e. 3 years employed x 6 days = 18 days) out of the sick bank. The amount allowed to be taken will not exceed 25% of the sick bank available for any given year. Upon receiving a request, the amount available would be recalculated based on the total days available in the sick bank (those remaining from the prior year(s) and those donated that year). Administration will be asking for the sick bank donations each year. At District discretion, additional donations may be allowed throughout the year. The total amount a person is eligible to receive in any given school year is limited to 25% of the sick banked days. The amount of days will be rounded up to the next full day.

Employees would be allowed to contribute up to three (3) days per year or more if there is a request for additional contribution of sick bank days during the course of the year. These days will be subtracted from that employee's current sick bank of days available to them.

It is recommended that sick bank days be taken in the same allotment as sick days are to be taken.

A sick bank committee comprised of the Superintendent, Director of Business Service and Director of Human Resources will review requests for sick bank days. In order to avoid decisions that can be viewed as arbitrary and capricious, the days must be approved and/or denied by at least two members of this committee. The policy will be administered at the sole discretion of Administration. Examples of factors considered are the serious and chronic nature of the condition, the specifics of the situation, the employee's, performance, attendance record and compliance with District policies (including but not limited to attendance and absence procedures), etc.

The bank will only be allowed to accrue to 360 days from all sources.

If a person should become eligible for long term disability benefits, sick bank days are no longer available to them. Should a person exhaust their long term disability benefits, they are no longer able to access the sick bank days.

## **Jury Duty Leaves**

### **A. Jury Duty Leave**

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

### **B. Employee Notice**

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

### **C. Payment for Time Out on Jury Duty**

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

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

Immediate family includes the spouse, parents, children, sibling, grandchildren, grandparent, step-relatives or in-laws of the same relationship as provided herein of the employee and his or her spouse.

Leaves of absence for employees for the death of an immediate family member shall be limited to three (3) days per incident without loss of pay. Leave granted under this section shall not be cumulative.

Additional Bereavement Leave: In extenuating circumstances, additional days may be granted by the District Administrator or his/her designee. Any such discretionary leaves granted shall not establish any precedent whatsoever and under no circumstances shall any decision be subject to a grievance under the terms of this Agreement.

For the death of a family member not included in immediate family as defined above, one (1) day per incident may be available without loss of pay. Leave granted under this section shall not be cumulative. Additional Bereavement Leave requests may be granted on a discretionary basis.

Part-time employees will receive bereavement leave on a pro-rated basis based upon the number of hours they are scheduled to work.

The District retains the right to request documentation of the reason for the requested leave.

### **Personal Leave**

Employees shall be entitled to up to two (2) days of personal leave each employment year and shall not be cumulative. Personal leave may be used for compelling personal obligations which cannot reasonably be conducted outside of the employee's workday. Personal leave days shall **NOT** be used to extend a holiday, vacation, or school recess period unless prior approval is granted by Human Resources. For school-based staff, personal leave days will typically not be granted during the first or last week of a semester, on a parent-teacher conference day or on an in-service day. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the Human Resources Department. In addition, personal leave shall not be used to attend Association membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.

Requests for approval of Personal Leave shall be entered in Skyward (Time Off) and shall be made as far in advance as possible, normally not less than ten (10) days. Administration has the right to approve or disapprove all requests. It is at the District's discretion as to how many employees will be granted leave on any particular day in order to meet District needs. An employee may request to borrow one (1) personal leave day from the upcoming year if unforeseen circumstances occur, subject to approval of Human Resources. Should the employee terminate its employment prior to upcoming year, the employee is required to repay the District for the personal day. If the District is unable to meet student needs, the District may cancel prior approved personal leave.

Part-time employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work.

Personal Leave may be allowed in the same increments as all paid leave, in one-half (1/2) or whole day increments.

### **Military Services Leave**

Military leave shall be approved in accordance with state and federal law. Employee pay and benefits while on military leave will also be determined based on state and federal law. Any pay that an employee is entitled to receive while on Military leave, shall be offset by any earnings received through the military leave. Benefits not required by state or federal law while on military leave, will not be provided. The employee's absence shall not be construed as a break in service for any purpose.

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

## SECTION 9

### UNPAID LEAVES OF ABSENCE

#### Leaves of Absence

Any unpaid leave of absence for any reason beyond those covered by Family Medical Leave Act (FMLA), may be granted at the discretion of the District. A formal request and circumstances for the leave must be sent to Human Resources as soon as the need is known but no less than twenty (20) days in advance of the unpaid leave. A leave of absence may be obtained for a variety of employee-requested reasons and will be granted based on an individual's circumstances and the needs of the District. An unpaid leave of absence shall **NOT** be used for vacation, extend a holiday, or school recess period. Special consideration may be given for "once in a lifetime", non-recurring events that cannot be scheduled during non-work periods. The duration of the leave will be at the discretion of the District and will be determined on an individual's circumstances and the needs of the District.\*

When a person has exhausted all paid time off and all FMLA, if applicable, they will be placed on COBRA and expected to pay the entire cost of the employee's benefits subject to the approval of the Health plan and all applicable vendors. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave. Unpaid medical leave, the term of such leave and participation in insurance programs under this section outlined above shall run concurrently with any leave(s) and benefits provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

A failure to return after expiration of the leave will be considered a voluntary resignation of the employee's position with the District. It will also constitute a waiver of any and all rights to further employment by the District.

Upon return from any leave of absence, the District reserves the right to assign the employee to a position equivalent in terms of percentage of contract or prior position assignment, unless the employee's percentage of contract or prior position assignment was reduced or increased due to nonrenewal or reduction in force, whichever is applicable.

If the employee is taking the leave of absence for a medical reason for themselves, the employee will be eligible to return to work once he/she is physically able, provided: 1) the employee has indicated their intent to return, and 2) the employee has provided his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to confirm or refute the employee's physician's certification. The District shall cover all costs associated with a second certification.

During an approved leave of absence, if the employee was on the health, dental and vision insurance he/she will be provided the option of purchasing the District COBRA health insurance.

\*The approval or denial of all employee leave requests will be made by Human Resources.

## SECTION 10

### DISTRICT BENEFITS FOR YOU

All District benefits whether 100% District paid, contributory (paid for by both the employee and the District) or voluntary (paid for by the employee) will be subject to the summary plan description or plan document of that plan. Should there be a discrepancy between the summary plan description or plan document and any oral statements, clerical/administrative error or other written document, the summary plan description or plan document shall be the governing document.

The Employer has the right to modify or terminate benefits at any time, and for any reason, as to any part or in its entirety, without advance notice. If the Plan is amended or terminated, you may not receive benefits described in the Plan Document. If the Plan is amended, you may be entitled to receive different benefits or benefits under different conditions.

New employees must complete enrollment forms within the first 30 days of employment. Employees may enroll in benefits at time of initial eligibility, open or annual enrollment (if applicable according to the plan) or according to corresponding life events (i.e. loss of spouse's/partner's job resulting in insurance loss, birth, death, marriage, divorce, etc.). If allowed by the plan and available, you may also change enrollment or select an alternative plan on an annual basis unless you have experience a qualifying event. If you do experience a qualifying event, you are responsible to notify the Human Resources Department within 30 days of the event in order to make a corresponding enrollment change. In order to make a change, you are required to demonstrate or provide appropriate documentation to the Human Resources Department to establish that the life event has occurred and the date of the event.

#### Dental Insurance

The Board may provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the District. Eligibility for, payment toward coverage, and specific benefits for individual employment groups are set forth in Human Resources procedures and can be accessed by contacting the Human Resources Department.

#### Employee Assistance Program (E.A.P)

Employees of the District are encouraged to utilize the E.A.P. for a wide range of personal or job related issues. Utilization of the E.A.P. is available 24/7, is free of cost and is confidential. This voluntary program is designed to promote the well-being of employees and their immediate family members. E.A.P. can provide assistance with multiple concerns including:

- Family and relationship problems
- Child and Elder Care Resource Locations
- Anxiety/Depression/Stress/Post-traumatic Stress Disorder/Obsessive-Compulsive Disorder
- Legal/financial/vocational concerns
- Physical illness from stress
- Alcohol and other drug related problems

Information on the E.A.P. is available on the Human Resources website. It is also distributed in the annual health insurance enrollment packet. If you need assistance locating the information, please call Human Resources.

#### Health Insurance

The Board may provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the District. Eligibility for, payment toward coverage, and specific benefits for individual employment groups are set forth in Human Resources procedures and can be accessed by contacting the Human Resources Department. The health insurance plan year is from January 1 through December 31 (yearly, until further notice).

#### Life Insurance

The Board may provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the District. Eligibility for, and payment toward, coverage for individual employment groups are set forth in Human Resources procedures and can be accessed by contacting the Human Resources Department.

#### Long-Term Disability

The Board may provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the District. Eligibility for, and payment toward, coverage for individual

employment groups are set forth in Human Resources procedures and can be accessed by contacting the Human Resources Department.

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

For those who qualify, the Board shall contribute the employer's share on a pre-tax basis. The employee-required WRS contribution will be deducted from a qualified individual's wages on a pre-tax basis and deposited into the WRS on the employee's behalf. This is typically a similar amount as the employer contribution. No employee shall have any right to receive a cash payment or other compensation in lieu of such contributions. These contributions will be made before state or federal income taxes are withheld, but federal law requires that they be subject to Social Security and Medicare taxes and withholding.

WRS Information:

Link: <http://etf.wi.gov/contact.htm>  
Phone: 608-266-3285  
Fax: 608-267-4549

### **Unemployment Compensation Insurance**

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts (including limited term contracts) or reasonable assurance of returning to service, including but not limited to educational assistants, School Nutrition employees, administrative assistants, etc. Employees with questions about unemployment benefits should contact Human Resources.

### **Voluntary Benefits**

#### **Cafeteria Plan/Flexible Spending Account**

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

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

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

#### **Cash in Lieu of Health Insurance**

Eligible employees may have the opportunity to participate in a cash in lieu of health insurance option. Any employee who qualifies for participation in the District group health insurance plan may have the ability to waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Any cash received will be subject to all deductions required by law (refer to pay period dates/compensation above) or to voluntarily place the money in a tax sheltered annuity plan in lieu of taking group health insurance. If an employee elects to place the money into a tax sheltered annuity the funds may be subject to appropriate deductions (i.e. FICA, Medicare, etc.). Eligibility for, contribution amounts, and annuity fund options are set forth in Human Resources procedures and can be accessed by contacting the Human Resources Department.

- A. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days.
- B. In order to qualify for participation in the Cash in Lieu of Health Insurance Plan, the employee must have current



credible health insurance coverage and must provide upon request documentation or attestation to having other credible health insurance coverage. If an employee loses credible coverage at anytime, they must notify the District within thirty (30) days.

### **Employee Savings Plans**

The School District of Menomonee Falls offers voluntary retirement savings plans to help employees save for a secure retirement. ***All School District employees are eligible to participate*** by making convenient payroll deducted contributions. Our program includes three savings options to choose from, including a 403(b), a Roth 403(b), and a 457 Deferred Compensation Plan.

### **Vision Insurance**

Eligible employees have the opportunity to participate in a voluntary vision insurance plan. Premiums for any available vision insurance will be entirely paid for by the employee and will be deducted from the employee's paycheck on a pre-tax basis, unless requested otherwise.

### **Short Term Disability**

Employees are eligible to purchase Short Term Disability Insurance through the School District Plan. Premiums for any available short term disability insurance will be entirely paid for by the employee and will be deducted from the employee's paycheck on an after-tax basis.

## COBRA LAW

### Continuation of District Health Plan Participation

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

- A. **Qualifying Events:** An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District - sponsored coverage is lost due to the occurrence of any of the following qualifying events:
1. Voluntary or involuntary termination of employment for any reason other than "gross misconduct."
  2. Death of the covered employee;
  3. Divorce or legal separation from the covered employee;
  4. Loss of "dependent child" status;
  5. Eligibility for Medicare entitlement;
  6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.
- B. **Period of COBRA Continuation:** In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (see Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.
- C. **COBRA Extension [Second qualifying events]:** A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:
1. The employee's death;
  2. Divorce or legal separation;
  3. The covered employee becomes eligible for Medicare;
  4. A child loses his or her "dependent child" status.
- \*Note:** The second event can be a second **qualifying** event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.
- D. **Premium Cost & Payment:** The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member plus any allowable administrative fees, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation, the employee will be notified of the new premium in writing prior to its due date.
- E. **Termination of Coverage:** Employee continuation coverage may be terminated automatically if:
1. The employee fails to make a monthly premium payment to the District on time;
  2. The employee obtains similar coverage through a different employer;
  3. The employee becomes eligible for Medicare and converts to an individual policy;
  4. The District terminates its health plan;
  5. The employee's guaranteed continuation period expires.

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

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

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

### **COBRA vs. State Continuation**

State Continuation (Statute Section 632.897) is the Wisconsin legislation similar to the federal COBRA. The School District of Menomonee Falls must comply with the law that is most beneficial for the employee. Therefore, we will provide you with the provisions that are most beneficial to you as an employee.

## EMPLOYEE ACKNOWLEDGEMENT (as revised August, 2017)

### ***To be signed and returned to Human Resources.***

I hereby acknowledge that it is my responsibility to access the School District of Menomonee Falls Handbook online. I understand that it is my responsibility to read the Handbook and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in the District Board Policies. The Employee Handbook and the District Board Policies can be located on the District website at [www.sdmfschools.org](http://www.sdmfschools.org). The information in this Handbook is subject to change from time to time and may be changed unilaterally by the District. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this Handbook. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes.

I understand that this *Handbook* does not constitute an employment contract or alter my status as an at-will employee unless an individual contract is specifically required by Wisconsin Statutes or other employment law. I understand that nothing in this Handbook is intended to confer a property interest in my continued employment or a guarantee of employment for a specific period of time with the District beyond the term of my current contract (if any). If no contract is in place, the employer or the employee have the right to end the relationship at any time. Authorizations for employment exceptions can only be granted by a District Administrator or his or her designee. Not all District policies and procedures are included. Those that are have been summarized.

I understand that I have an obligation to inform my supervisor and Human Resources of any changes in my personal information, such as phone number, address, etc. (unless available to be changed in Skyward Employee Access). I also accept responsibility for contacting my supervisor and Human Resources if I have any questions, concerns or need further explanation. I understand that I am legally responsible for any fines or fees charged to the School District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this Handbook, the contract shall govern with respect to that issue.

Please sign and date this receipt and forward it to the Human Resources Department.

---

Printed Name

---

Signature

---

Date