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# EMPLOYEE HANDBOOK

## SCHOOL DISTRICT OF MENOMONEE FALLS

EFFECTIVE AUGUST 12, 2024

Original 7/2013  
Previous revisions:  
07/2021  
07/2023

## TABLE OF CONTENTS

### INTRODUCTION

Mission and Vision .....	1
Philosophy.....	1
Big Aims .....	2
Customer Service – Guiding Principles.....	2
District Expectations .....	3
Disclaimer .....	3
Employment .....	3

### PART I: PROFESSIONAL RESPONSIBILITIES AND EXPECTATIONS

A. Accident/Incident Reports – Board Policy 722 .....	4
B. Attendance .....	4
C. Bullying Of Students Prohibited – Board Policy and Procedure 411.1 .....	5
D. Cellular Phone Use (and other devices) While Driving.....	5
E. Child Abuse and Neglect Reporting – Board Policy 454 .....	6
F. Conflict of Interest – Board Policy 690.1 .....	6
G. Charges/Convictions for Active Employees – Obligation to Report.....	6
H. Discipline .....	7
I. Drug, Alcohol, and Tobacco Free Workplace – Board Policy 522.1 .....	7
J. Dress Code/Personal Appearance .....	8
K. Email, District and Employee Communications, Technology – Board Policy 522.7...	8
L. Employee Rules of Conduct – Board Policy 517 .....	11
M. False Reports.....	11
N. Fraud and Financial Impropriety .....	12
O. Gifts and Sales of Goods and Services .....	12
P. Licensure/Certification .....	12
Q. Nepotism – Board Policy 165.1 .....	12
R. Political Activity .....	13
S. Student Non-Fraternization – Board Policy 515.....	14

### PART II: GENERAL EMPLOYMENT LAWS AND PROTECTIONS

A. Equal Employment Opportunity – Board Policy 511 .....	15
B. Grievance Policy and Procedure – Board Policy and Procedure 547 .....	15
C. Discrimination, Harassment, & Bullying – Board Policy and Procedure 512.....	15
D. Violence in the Workplace.....	16
E. Weapons Prohibition.....	16
F. Whistleblower Protections .....	17
G. Worker’s Compensation .....	17
H. Workplace Safety – Board Policy 720 and 723 .....	18

# TABLE OF CONTENTS

## **PART III: EMPLOYMENT MATTERS**

A. Criminal Background Checks.....	19
B. Copyright – Board Policy 771 .....	19
C. District Property.....	19
D. Evaluations – Board Policy 538.....	19
E. Expense Reimbursement.....	20
F. Identification Badges .....	20
G. Job Abandonment.....	20
H. Job Descriptions.....	20
I. Media Relations .....	20
J. Name and Address Changes .....	20
K. Personal Property .....	20
L. Personnel Files .....	21
M. Privacy.....	21
N. Professional Development – Board Policy 540 .....	21
O. Reclassification.....	21
P. Records – Board Policy 825 .....	22
Q. Reductions in Staff.....	22
R. Rehire of Retirees .....	22
S. Resignation and Retirement.....	23
T. School Closings – Board Policy 723.1 .....	24
U. Solicitations.....	24
V. Work Stoppage.....	24
W. Visitors – Building Access – Board Policy 860.....	24

## **PART IV: MANAGEMENT RIGHTS .....** 25

## **PART V: PAY AND OTHER COMPENSATION**

A. Compensatory Time and Overtime.....	26
B. Direct Deposit .....	26
C. Deductions and Garnishments .....	27

## **PART VI: LEAVES AND ABSENCES**

A. Bereavement/Funeral Leave .....	28
B. Family Medical Leave Act (FMLA) - Board Policy 546.1 .....	28
C. Jury Duty.....	29
D. Military Leave.....	29
E. Outside Employment During Leave.....	29
F. Personal Leave and Flex Time.....	29
G. Religious Observations .....	30
H. Sick Leave.....	30
I. Sick Leave Bank .....	31
J. Unpaid (Personal, Non-FMLA) Leave of Absence .....	32

## TABLE OF CONTENTS

### **PART VII: BENEFITS**

A. Cash-In-Lieu of Health Insurance.....	33
B. Dental Insurance .....	33
C. Employee Assistance Program (EAP) .....	34
D. Employee Savings Plans .....	34
E. Flexible Spending Account (Voluntary).....	34
F. Health Insurance .....	34
G. Life Insurance .....	35
H. Long-Term Disability Insurance.....	35
I. Short-Term Disability Insurance.....	35
J. Unemployment Compensation Insurance.....	35
K. Vision Insurance .....	35
L. Wisconsin Retirement System (WRS) Contributions.....	35

### **APPENDICES**

A. Appendix A: Administrative Assistants and Rec Program Supervisors.....	36
B. Appendix B: Administrators .....	39
C. Appendix C: Custodial / Maintenance .....	42
D. Appendix D: Educational / Health Room Assistants .....	45
E. Appendix E: School Nutrition Workers.....	47
F. Appendix F: Professional / Technical.....	49
G. Appendix G: Teacher Group.....	51

# INTRODUCTION

The District Employee Handbook provides important information about our employment practices, policies, and procedures, so that you can be a successful partner in the School District of Menomonee Falls' efforts to support the success of our students, staff, and community.

This handbook provides a quick reference to the employment practices that are necessary for every employee to know. The handbook will not cover all policies and procedures; however, employees are still responsible for complying with all Board of Education policies and procedures located at <https://go.boarddocs.com/wi/mfalls/Board.nsf/Public>. The handbook is updated periodically to continually meet the operational needs of the District in supporting all of its employees; to establish more effective and efficient operations; and to reframe the attention of each employee in supporting the District and all our students.

Please read and become familiar with this information. Do not hesitate to request clarification on any District policy or procedure references or other provisions in this handbook. You may direct these questions to the Human Resources Division.



## 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 in an ongoing study 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.

## **BIG AIMS**

Every employee must be dedicated to the Big Aims of the School District of Menomonee Falls which are:

1. all students successfully transition to college, military, and/or work prepared for their future;
2. all students and families feel they belong in our school community;
3. all students and adults are engaged, learning, and improving; and
4. all students, families, and staff members feel we are a School District of Choice.

## **CUSTOMER SERVICE – GUIDING PRINCIPLES**

The School District of Menomonee Falls strives to provide timely information and assistance to parents, students, and SDMF staff. It is important for the District, through its employees, to maintain a culture of exceptional customer service. All employees are expected to support this culture through overall customer service with a strong emphasis on the following five guiding principles:

### **PROFESSIONALISM**

- Commit to ongoing learning and be open to change
- Take personal ownership for your development to continuously improve
- Maintain a strong work ethic
- Maintain a professional appearance in alignment with your job responsibilities
- Deliver your best work in all you do

### **RESPECT**

- Display a positive and empathetic attitude toward others
- Recognize the value of everyone
- Create a sense of belonging and dignity ensuring all are seen and heard
- Maintain confidentiality and privacy
- Support and encourage others to achieve their goals
- Assume positive intent by others

### **TEAMWORK**

- Collaborate with others to help the district problem solve and achieve its goals
- Work together in a supportive manner by being dependable, trustworthy, and flexible
- Embrace diversity of thought and perspective
- Look beyond your defined role to support the mission, vision, and Big Aims of the district
- Be open and honest when giving and receiving feedback
- Celebrate success by recognizing the good work of others

### **COMMUNICATION**

- Greet others in a positive and welcoming way
- Actively listen with compassion and understanding
- Respond to all forms of communication in a timely and effective way
- Communicate with sincerity, honesty, and respect
- Listen to gain understanding and value the voices and talents of others
- Actively build positive connections with others

## **ACCOUNTABILITY**

- Take ownership of issues that come to you and follow through to resolution
- Act honestly, morally, and ethically
- Demonstrate reliability and dependability in your work and interactions with others
- Hold yourself responsible for your performance
- Be prepared and fulfill commitments

## **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. Each employee shall demonstrate personal integrity, exemplify honesty and good moral character, and extend just and equitable treatment to all.

The District expects employees to comply with the standards of conduct set out in Board policies and procedures, work rules, job descriptions, this Handbook, legal obligations, and with any other policies, regulations, laws, or guidelines that impose duties, requirements, or standards which apply to their status as District employees. Violation of any of the above may result in disciplinary action, up to and including termination.

## **DISCLAIMER**

This Handbook is not intended as a complete description of all policies, procedures, work rules, or best practices. None of the statements, policies, procedures, rules, best practices, or regulations contained herein constitute a guarantee of any rights, benefits, or a contract of employment, expressed or implied. The provisions set forth in this Handbook and any related policies, procedures, work rules, regulations, or best practices may be altered, modified, changed, or eliminated at any time by the District and noticed shortly thereafter. This Handbook is subject to administrative policies and procedures; state, federal, and local law; and it is not intended and should not be construed to create rights that exceed or modify terms and conditions as set forth in or mandated by these other sources.

The employment policies and procedures discussed in this Handbook are not intended to be an exhaustive list of all employment expectations. Some, but not all of these rules, policies, and procedures are included or referenced in this Handbook. Upon adoption of the Handbook, the Board Policies and Procedures of the School District of Menomonee Falls shall be reviewed and revised to ensure consistency with provisions contained in this Handbook. If any such policies or procedures remain in conflict with any provision contained in this Handbook, the Board Policies and Procedures shall control.

If any provision of this Handbook, or its 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.

## **EMPLOYMENT**

All employees who are not under an individual employment contract per Wisconsin Statutes § 118.21 and 118.24 are at-will employees and nothing set forth in this handbook shall be interpreted to provide any guarantee or contract for on-going employment.

## **PART I: PROFESSIONAL RESPONSIBILITIES AND EXPECTATIONS**

### **A. ACCIDENT/INCIDENT REPORTS – BOARD POLICY 722**

All accidents/incidents occurring on District property, school buses, or during the course of school-sponsored activities, including field trips and other off-site events, are to be reported to the building principal or supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form must be submitted to the building principal, supervisor, or Finance Division within twenty-four (24) hours. In the event of a work-related accident or injury, please see the Worker’s Compensation provision of this Handbook.

### **B. 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. Employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless otherwise requested and approved by the employee’s supervisor. At times, it may be necessary for the supervisor to alter the 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 approved by the employee’s supervisor and as specified in the chart below:

<b>Hours Worked</b>	<b>Requirements</b>
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 One paid fifteen (15) minute paid break if schedule allows - Employee may not leave premises - May not be used to shorten work day

Employees who are unable to report to work for any reason shall follow the applicable school or division procedures for reporting their absence. A reduction in hours worked, tardiness, a complete day of absence, or any other time off of duty must be accounted for in Skyward’s Time Off System and, if required, the Frontline Absence Management System (Aesop), to request a substitute for the position, using the appropriate reason codes. In all circumstances, approvals must be obtained from the employee’s direct supervisor or the Human Resources Division. The District will monitor attendance and absence patterns and take appropriate disciplinary action.

For hourly employees, the exact time of arrival and departure 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 or off premises) that an employee is required to perform work for the District. Time worked off premises will be limited and only available in specific times of District need with supervisor approval. The District records time worked 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. Any breaks taken in excess of those allowable in the above chart will be unpaid and require prior approval from the employee's supervisor. Employees must use the time clocks on the workplace premises to punch in and out for their shift. Employees may only use the online/phone application if there is not a time clock available at their work location.

Salaried employees will observe the normal workday schedule for each school/division and may have additional responsibilities which extend beyond the normal workday including, but not limited to, meetings, special events, and duty assignments for which there is no additional compensation.

Any deviation from assigned hours including, but not limited to, overtime, compensatory time (as applicable to hourly employees only), and breaks must have prior approval from the employee's supervisor. Any requests for medical accommodations which would require a deviation from the employee's regular work schedule must be submitted to the Human Resources Division for review and approval.

Employees may not allow anyone to log their time worked, use their ID badge, or District keys. Theft of time, improper modification of time worked records, failure to notify the District of an absence, and/or failure to report to work may result in disciplinary action up to and including termination.

#### **C. BULLYING AND HARASSMENT OF STUDENTS PROHIBITED – BOARD POLICY AND PROCEDURE 411.1**

Bullying and harassment, whether by other students, staff, or third parties, has harmful social, physical, psychological, and academic impact on bullies, victims, and bystanders. The District does not tolerate bullying or harassment of students in any form, including sexual harassment. 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. The policy applies both on school grounds and during activities that occur off school property if the student or staff member 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. The District will take all necessary and appropriate action to eliminate it, up to and including discipline of offenders and expulsion.

Please see Board Policy and Procedure 411.1 for more information and for the Title IX Coordinator contact information.

#### **D. CELLULAR PHONE USE (AND OTHER DEVICES) WHILE DRIVING**

For the safety of all staff, students, and the public at large, employees who utilize vehicles to conduct District business are prohibited from reading/sending text messages, emailing, and/or using other applications that require the entry of text and/or data into a device while driving. This policy applies to all vehicles, whether personally owned or leased/owned by the District. Reference: Wis. Stat. 346.89(1)(3a)

Employees who violate this policy may be subject to discipline, up to and including termination.

## **E. CHILD ABUSE AND NEGLECT REPORTING – BOARD POLICY AND PROCEDURE 454**

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 Waukesha County Department of Health and Human Services at (262) 548-7212 (regular office hours M-F 8am-4:30pm) and (414) 455-1736 or 211(after hours M-F 4:30pm-8am, Sat, & Sun).

For more information, please see Board Policy and Procedure 454.

## **F. CONFLICT OF INTEREST – BOARD POLICY 690.1**

A conflict of interest is 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 may not obtain or seek to obtain contractual or other business or financial relationships with the District. No employee may use his/her position in the District to obtain financial gain or anything of more than nominal value for the benefit of himself/herself or his/her immediate family (as defined in the nepotism provision), or for an organization with which he/she is associated, and for which there is no intention or the appearance of an intention to influence the employee in any decision-making processes. Employees must disclose information of any transaction that may be considered a conflict of interest as soon as they become aware to their supervisor and the Human Resources Division.

An employee shall not engage in any employment activity or enterprise for compensation outside of his/her District employment if it is inconsistent or in conflict with his/her duties with the District. The Human Resources Division will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest. All work for another school, school district, or educational entity/consulting organization must be reported.

## **G. CHARGES/CONVICTIONS FOR ACTIVE EMPLOYEES - OBLIGATION TO REPORT**

All District employees shall notify the Human Resources Division as soon as possible, but no more than three (3) calendar days after any indictment, charge, conviction, no contest plea, guilty plea, deferred prosecution, or other adjudication of the employee for any of the below:

1. Any felony;
2. Any misdemeanor;
3. Any ordinance violation/ticket related to theft, misappropriation, drug possession, drug paraphernalia possession, or disorderly conduct;
4. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate, license, or permit that would entitle any person to hold or obtain their position with the District;
5. Crimes that occur wholly or in part on school property or at a school-sponsored activity; and
6. An offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension if the employee drives or operates a District vehicle or piece of mobile equipment, or transports students or staff in any vehicle.

An indictment, charge, conviction, no contest plea, guilty plea, deferred prosecution, or other adjudication of the employee 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 or has nexus to the employee's job, the District may discipline the employee, up to and including termination.

## H. DISCIPLINE

An employee may be subject to disciplinary action, up to and including termination, for unacceptable work performance, violations of Board policies and procedures, violations of the provisions of this Handbook, or other cases of misconduct both on and off duty. Many, but not all, of the prohibited behaviors are listed in Board Policy 517: Employee Rules of Conduct. While, discipline is generally progressive in nature and may include: written reprimand, suspension, disciplinary demotion, or termination of employment, specific disciplinary actions will depend on the behavior and/or frequency of occurrences and may not be progressive.

The District may initiate an investigation when an allegation(s) of misconduct is made. The District reserves the right to place the employee on immediate paid leave or unpaid suspension during the course of the investigation. 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. 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 itself.

Upon completion of the investigation, if the District finds cause, the District may assess and implement appropriate discipline, up to and including termination.

## I. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE – BOARD POLICY 522.1

The District seeks to provide a safe drug-free workplace for all of its employees. Consuming or being under the influence of drugs or alcohol while acting within the scope of their employment, and/or while the employee is responsible for the supervision of students (i.e., coaching, field trips, etc.) is prohibited.

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 while on school property, while performing job duties/functions, or at school/school-related activities. The District will not condone the involvement of any employee with illegal drugs, illegal possession or consumption of a prescription drug, and/or drug paraphernalia, even where the employee is not on District property or performing their job functions.

Tobacco Products, Vaping Products, and other Electronic Nicotine Delivery Systems (ENDS): Employees shall not use tobacco or vaping products, as well as other electronic nicotine delivery systems (ENDS) on District property, in District vehicles, or while at school/school-related activities.

Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and/or 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 and/or drug testing may be conducted when there is reasonable suspicion to believe the employee has used or is using drugs and/or alcohol prior to reporting for duty, 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 have the same disciplinary effect as a positive drug and/or alcohol test.

Additional Testing and Requirements: Employees moving to another position may be required to undergo additional physical examinations/tests and/or alcohol/drug testing, depending on the

classification of the 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, DOT regulations, and/or Board policies and procedures.

## **J. DRESS CODE/PERSONAL APPEARANCE**

It is the District's expectation that every employee's appearance is consistent with the high standards set as representatives of the District. Employees are expected to present a well-groomed, professional and appropriate appearance, to practice good personal hygiene, and wear business/business casual attire for work that is in good taste and suitable for the job. If, as part of an employee's position within the District, he/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. The Divisions of School Nutrition and Facilities have different requirements based on the nature of the work and those are found in Appendices C and E of this handbook.

The District has established the following guidelines:

- No athletic wear, track suits, tank tops, or sweatpants, unless job related (i.e. physical education teachers)
- No sleepwear or loungewear
- No ripped or torn clothing
- No inappropriate length clothing (shorts, skirts, midriff shirts, sagging pants)
- No flip-flops (Worker's Comp Insurance requirement)
- No hats or headwear indoors (excluding religious headwear and medical accommodations)

If employees have uncertainty about acceptable business attire for work, they should ask their supervisor or Human Resources Division. The District has established Wednesdays as college wear day and Fridays as SDMF Spirit wear days. Building administrators and supervisors may designate other casual days. If employees are participating on interview committees, are a part of Board of Education meetings, or hosting visitors and families in their buildings, they are to wear business/business casual attire even if it is during the summer break or on the previously above-mentioned casual wear days in the District.

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 or work atmosphere. If clothing fails to meet these standards, as determined by the employee's supervisor or the Human Resources Division, 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 disciplinary action.

## **K. EMAIL, DISTRICT AND EMPLOYEE COMMUNICATIONS AND TECHNOLOGY – BOARD POLICY 522.7**

District employees are expected to abide by the following rules when using information technology and communication resources. District staff are expected to model appropriate and responsible use of both professional and personal technology, including but not limited to, social media accounts, email accounts, webpages/sites, online forums and platforms, vlogs/blogs, and/or District educational accounts, resources, and tools. If an employee commits any violation of the provisions outlined in this section of the Handbook, the District may take appropriate legal action, disciplinary action up to and including termination, and any other action to preserve the integrity of the District's property and resources.

Employee users of District information technology and communications resources shall have no expectation of privacy with respect to such use. Consequently, all software, email, voicemail, files, digital communications, and other information or documents used, generated, transmitted or received over District data, voice or video networks, or stored on District equipment, are the property of the District. Any work product created by the employee during work time or within the scope of their employment is the property of the District. Employees may not delete or destroy any work product. The District retains the right to review, monitor, audit, intercept, access and disclose all messages or information created, received or sent over District data, voice or video networks, or stored on its equipment. Additionally, email messages, text messages, and other documents created or received by staff may be subject to release in accordance with applicable public records law.

District Communications:

Official information from the District will frequently come through email correspondence to the employee's SDMF issued email address. It is the responsibility of the employee to regularly check their email to be informed of up-to-date information. Employees are expected to frequently check their email and respond, if necessary, to emails within 2 business days of the original email being sent. Employees must set their email out-of-office automatic reply if they are going to be unavailable for a period of time beyond one work day.

Electronic Communications:

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 using or attaching confidential information in the electronic messages, as confidentiality cannot be guaranteed, especially in regards to student records, other District records, personnel records, and health information.

Electronic mail transmissions and other uses 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, content scanning, as well as for any external electronic storage devices.

Email and other electronic communications cannot be used for private or commercial offerings of products or services for sale or to solicit products or services, nor for political or religious purposes. System users should be professional in all communications and refrain from any improper or inflammatory language.

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 a District-level administrator.
2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy, procedure, or this handbook.
3. Employees should not use their District e-mail address for communications on public social media networks for personal use or without approval from the Superintendent/designee.

4. 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, as well as other disciplinary measures.
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 Division's directives.

**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, Board level 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 Administrator/designee, or authorized agents of the District, or electronic recordings that are authorized by the District Administrator/designee, e.g., surveillance videos, extracurricular activities, voicemail recordings, continuous improvement activities, classroom instruction for District use, etc.

**Personal Web Pages, Email, and Social Media Accounts:** Employees may not misrepresent the District by creating or posting any content to any personal or non-authorized website/social media account that purports to be an official/authorized website/social media account of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website/social media account or email account. This includes an employee or groups of employees having/creating personal or departmental/group websites/social media accounts for work purposes and/or to be shared with or accessed by students and and/or families. Staff must work with the Student Support Services Division for any social media or website needs.

Employees must be respectful and professional in all communications (by word, image, implication, and other means). Employees shall not use obscene, profane, or vulgar language on any social media network or website or engage in communications or conduct that is harassing, threatening, bullying, libelous, defamatory, or that encourages any illegal activity, the inappropriate use of alcohol, the use of illegal drugs, sexual behavior, sexual harassment, or bullying. Employees may not post images on any online/social media network or website of other District employees without that employee's expressed written consent. Employees may not post images of students on any public social media network if the parent has opted out of image use of their child, except for images of students taken in the public arena, such as at sporting events or fine arts public performances.

**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.

## **L. EMPLOYEE RULES OF CONDUCT – BOARD POLICY 517**

Though it is not possible to list all forms of behavior that are unacceptable in the workplace, the following are examples of behaviors that would be considered a violation of the employee rules of conduct and are in alignment with the detailed provisions in the District’s Employee Handbook. Such behavior may result in disciplinary action, up to and including termination of employment. This list is not intended to be exhaustive:

1. Insubordination, and/or failure or refusal to carry out directions, assignments, or instructions
2. Falsification, unauthorized modification, or alteration of any District or District related documents or records, including applications for employment, whether by omission or commission
3. Damage, unauthorized use/possession, or removal of District property or another person’s private property
4. Possession, use, or sale of any illegal drugs, drug paraphernalia, intoxicants, narcotics, or any other controlled substance on or off District premises
5. Possession, sale, or use of alcoholic beverages during assigned work hours while attending District activities, or while on any District premises
6. Reporting to work impaired by illegal drugs, alcoholic beverages, or intoxicants, and/or impaired by the unauthorized consumption or improper use of prescription drugs or other legal substances
7. Illegal or prohibited possession of firearms or other weapons during assigned work hours, while attending District activities, or while on District premises
8. Failure, refusal, or negligence in the performance of assigned duties
9. Unprofessional conduct or behaviors toward students, District employees, or the public
10. Violation of federal, state, and/or local laws/ordinances which are job- related and/or render the employee unavailable for work due to incarceration
11. Unauthorized solicitation(s) for any non-District sponsored/approved purpose during assigned work hours or while on District premises
12. Unexcused or excessive absenteeism or tardiness including failure to follow appropriate reporting procedures
13. Engaging in unauthorized personal business during work hours or on District premises
14. Making use of District equipment/materials and/or work time for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action or activity
15. Sleeping or loitering during working hours
16. Using District equipment, materials, or facilities for personal purposes and/or personal gain
17. Failure to comply with health and safety requirements and regulations
18. Threatening, harassing, intimidating, or coercing students, District employees, or the public
19. Injuring, assaulting, or using abusive language toward students, District employees, or the public
20. Making malicious, false, or harmful statements about students, District employees, or the public
21. Unauthorized accessing, disclosing, sharing, or copying of confidential information or records
22. Engaging in activity that detracts from the District’s image or reputation and/or is in the news media
23. Failure or refusal to comply with Board of Education policies or procedures

## **M. FALSE REPORTS**

Employees are prohibited from 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, grievances, complaints, and other work-related reports.

## **N. FRAUD AND FINANCIAL IMPROPRIETY**

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

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 shall report the suspicions immediately to the Director of Human Resources or the Director of Finance and Operations. Each employee who prepares District financial reports or transactions or supervises those who do, shall set an example of honest and ethical behavior and shall actively monitor his/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. In any matter involving misappropriation of District funds, the District will seek to enforce all legal remedies.

## **O. GIFTS AND SALES OF GOODS AND SERVICES**

An employee or a member of the employee's immediate family (as defined in the nepotism section) may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone who a reasonable person could interpret the intent to be 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 nominal 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.

## **P. LICENSURE/CERTIFICATION**

Every employee 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/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. An individual employment contract with any person not legally authorized to perform the duties required shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates. The District does not reimburse the cost for licensure.

## **Q. NEPOTISM – BOARD POLICY 165.1**

No individual 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 determination of salary of that person. A District employee may not participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him/her. For the purpose of this policy, "relative" includes, but is not limited to, parent, spouse, significant other or domestic partner, son, daughter, sister, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-relatives, grandparent, and/or grandchild. The District also reserves the right to assign relatives or members of the same household as defined above to different work sites.

## **R. POLITICAL ACTIVITY**

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

1. No school employee shall, in the presence of any student, and/or 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 the support or defeat of any referendum, candidate for public office, legislation, or political action.
2. During established hours of employment or while an employee is acting within the scope of their employment, no employee or other person on their behalf 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.
3. 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 any referendum, candidate for public office, legislation, or political action. This provision does not apply to the use of District facilities by employees for events or activities that are not within the scope of their employment and that are held pursuant to the District’s policies regarding facilities use by third parties.
4. No school employee shall make use of school equipment, resources, or materials for the purpose of solicitation, promotion, election, or support or defeat of any referendum, candidate for public office, legislation, political activity, or political action.
5. Employees have a responsibility to show objectivity and neutrality within the scope of their employment 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. Please see Board Policy and Procedure 341: Teaching About Controversial Issues for more information.

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.

## **S. STUDENT NON-FRATERNIZATION – BOARD POLICY 515**

Employees are prohibited from engaging in conduct with students that the District deems inappropriate including, but not limited to, engaging in any romantic or sexual relationships with students; fostering, encouraging, or participating in inappropriate emotionally or socially intimate relationships with students; initiating or continuing communications with students for reasons unrelated to any appropriate purpose; socializing with students outside of class time for reasons unrelated to any appropriate purpose; or providing alcohol (regardless of age) or drugs to students.

Employees with information regarding any prohibited relationships have a duty to report such relationship to their supervisor and the Human Resources Division.

For more information, please see Board Policy 515.

## **PART II: GENERAL EMPLOYMENT LAWS AND PROTECTIONS**

### **A. EQUAL EMPLOYMENT OPPORTUNITY – BOARD POLICY 511**

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. 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 the Human Resources Division. Individuals unable to submit this form in writing or needing help in completing this form can contact the Human Resources Division for assistance.

For more information, please see Board Policy 511.

### **B. GRIEVANCE POLICY AND PROCEDURE – BOARD POLICY AND PROCEDURE 547**

The District offers employees a grievance procedure to provide an efficient and fair method for resolution of disputes related to employee termination, employee discipline, and workplace safety issues.

The grievance procedure is intended to provide an orderly process for a prompt and equitable resolution when a concern has not been resolved. The District intends that whenever feasible; grievances be resolved at the lowest possible administrative level.

An employee has the right to bring a grievance to the District's attention without reprisal. Filing a grievance will not adversely affect an employee's employment status.

For more information about the requirements and steps of the grievance procedure, please see Board Procedure 547.

### **C. DISCRIMINATION, HARASSMENT, AND BULLYING OF STAFF PROHIBITED – BOARD POLICY AND PROCEDURE 512**

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of discrimination, harassment, and bullying for its employees. The District shall not tolerate discrimination, harassment, or bullying based on any personal characteristic as described in the Equal Employment Opportunity provision. Discrimination, 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 discriminating, harassing, or bullying District employees in the workplace.

All employees are responsible for ensuring that discrimination, harassment, and bullying do not occur. Any current employee who believes that he/she has been the subject of discrimination, harassment, or bullying or has knowledge of violations of this policy shall report the matter to the Human Resources Division or to the Title IX Coordinator for incidents of sexual harassment. Reports of discrimination, harassment, and bullying shall be made as soon as possible after the alleged acts. A failure to promptly report these may impair the District's ability to investigate and address the matters. 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.

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. 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. Actions that are determined to be discrimination, harassment, or bullying, as well as the failure to report these, shall be subject to disciplinary action, up to and including termination.

For more information and information on the Title IX Coordinator, please see Board Policy and Procedure 512.

#### **D. VIOLENCE IN THE WORKPLACE**

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 by its employees, former employees, contractors, visitors, or volunteers.

An employee who has received a restraining order, temporary or permanent, against an individual who may impact the employee at work, shall immediately supply a copy of the signed order to his/her supervisor and the Human Resources Division. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

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.

An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to the appropriate law enforcement agency.

#### **E. WEAPONS PROHIBITION**

Firearms and dangerous weapons are prohibited on all property of the District. For purposes of this policy, "weapons" include, but are not 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).

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 duties and, to the extent permitted by law, when they are performing their duties off of District property.

## **F. WHISTLEBLOWER PROTECTION**

The District encourages its employees to share their concerns or complaints with someone who can address them properly. No District employee may be retaliated against for disclosing information regarding:

1. A violation of any state or federal law or local ordinances
2. A violation of the policies and procedures of the Board of Education or the District
3. Alleged mismanagement, criminal activity, or alleged abuse of authority within the District
4. Alleged substantial waste of public funds
5. An alleged danger to public health or safety

A District employee may disclose the information to the Superintendent. If the complaint or concern involves the Superintendent, then it should be reported to the President of the School Board.

No employee who makes a good-faith report under this policy (or who cooperates in inquiries or investigations) shall suffer harassment, retaliation, or adverse employment consequences. Reports deliberately falsified may result in disciplinary action, up to and including termination.

## **G. WORKER'S COMPENSATION**

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 Division if their supervisor is unavailable prior to seeking medical attention if at all possible. The employee must call the Nurse Advantage Hotline to report the incident. The "Work Comp Kit" containing the information needed 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.

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.

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

1. Injuries because of an intentional self-inflicted wound.
2. Injuries sustained because of an employee's horseplay.
3. Injuries sustained while an employee does an activity of a strictly private nature.

## **H. WORKPLACE SAFETY – BOARD POLICY 720 AND 723**

Adherence to Safety Rules: All employees shall adhere to District safety rules, policies, procedures, protocols, and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

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.

## **PART III: EMPLOYMENT MATTERS**

### **A. CRIMINAL BACKGROUND CHECKS**

In making hiring decisions, the District will select individuals who best serve and protect the District's students, directly or indirectly. The District will conduct a criminal background check on all employees prior to their employment. The District may also conduct a criminal background check on any employee at any time during the course of his/her employment with the district. Current District employees who are up for promotion are subject to a criminal background check. Any individual who is disqualified through the criminal background check process has the opportunity to appeal his/her disqualification to the Director of Human Resources. The decision of the Director of Human Resources is the final decision and there is no additional appeals process. See Part I: Section G of this handbook on the requirements for self-reporting charges and convictions.

The District will not provide background check reports or background check report information to any third parties, even at the request of District employees or volunteers. The District will not provide copies of background check reports to District employees or volunteers.

### **B. COPYRIGHT – BOARD POLICY 771**

Infringement on copyrighted material, whether prose, poetry, graphic images, music, 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.

### **C. 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 alter, decorate, or modify any District issued property such as laptops, tablets, and ID badges. 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, and other District resources and materials. District equipment borrowed for short term use should be returned the first work day after project completion. The District will seek payment for the replacement value of any unreturned or damaged property.

### **D. EVALUATIONS – BOARD POLICY 538**

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. Written evaluations will be completed according to the District established evaluation systems and processes.

## **E. EXPENSE REIMBURSEMENT**

The District shall reimburse employees for expenses incurred while working or conducting business on the District's behalf, which have prior approval from the employee's supervisor. Employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule established by the District. Employees must submit detailed receipts to be reimbursed for expenses other than mileage. Requests for reimbursement for mileage and expenses from the District must be submitted in the pay period in which they were incurred or within 10 business days of separation from employment. Failure to request reimbursement for expenses or provide appropriate substantiation of the incurred expenses in accordance with the above will result in the employee not being reimbursed.

## **F. IDENTIFICATION BADGE**

All staff members, during work hours, are required to wear the photo ID badge issued to them by the District. The Human Resources Division will issue an ID badge to all new employees. Loss or damage of the ID badge must be reported to the Human Resources Division 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 termination.

## **G. JOB ABANDONMENT**

Failure to report to work for more than three (3) consecutive work days without communication to the District (no-call, no-show) 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 and is not subject to the District's grievance procedure. If the employee believes there are extenuating circumstances, he/she may contact the Human Resources Division. The decision of the Human Resources Division is final.

## **H. JOB DESCRIPTIONS**

Job descriptions are available for review in the Human Resources Division. At a minimum, the descriptions will include the job title, the title of the supervisor, the minimum qualifications, physical and mental demands, and the essential functions of the position.

## **I. MEDIA RELATIONS**

All media requests and inquiries must be directed to the Director of Student Support Services.

## **J. NAME AND ADDRESS CHANGES**

It is important that employment records be kept up to date. Employees must notify the District 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 the Human Resources Division 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 the Sherpa Desk HR ticket system.

## **K. PERSONAL PROPERTY**

The District does not assume any responsibility for loss, theft, or damages to personal property. 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 District property or District leased locations.

## **L. PERSONNEL FILES**

Examination of files must be accomplished in the presence of the person officially charged by the Superintendent with custody of those files. The employee's personnel file or any part thereto may not be removed from the visual presence of the official custodian (Human Resources Division). An employee shall have the right, upon request, to have copies made 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 (\$0.25 per page). If you have a need for a copy or copies from your employment record, a written request is required.

After reviewing his/her personnel records, the employee has the right to request that records he/she believes to be inaccurate be removed from his/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.

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.

## **M. PRIVACY**

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.

## **N. PROFESSIONAL DEVELOPMENT – BOARD POLICY AND PROCEDURE 540**

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/her designee.

## **O. RECLASSIFICATION**

On occasion, job reclassification may be warranted due to significant changes in duties and responsibilities. In such instances, the division director or principal must submit a formal request to the Director of Human Resources. The Division of Human Resources will review and research the matter and make the final determination to reclassify the position or not. Employees may only submit their request for reclassification to their director of principal; they may not submit it directly to the Division of Human Resources.

## **P. RECORDS – BOARD POLICY 825**

Employees shall use confidential information appropriately and with respect for the rights of other employees, students, and their families. Confidential information shall not be used for personal gain/purposes or to the detriment of the District. In the event it is determined that an employee has used access to confidential information for personal gain/purposes or to the detriment of the District, said employee shall be subject to discipline, up to and including, termination.

Wisconsin public records: As a public entity, District records and other information may be subject to disclosure pursuant to an open records request as outlined under Wisconsin’s Public Records Law, Wis. Stats. § 19.31 et. seq. Employees should be aware that all District-related records are subject to Wisconsin Public Records Law and administrative policy and procedure, including all information transmitted by, received from, or stored in electronic mail systems and computer hardware and/or software, whether provided by the District or personal.

Student records: All student records and information are confidential and may not be used or accessed without authorization.

## **Q. 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 may be used in the review/determination process. This list is not exhaustive and not all criteria listed below are applicable to all employee groups.

- Needs of the District
- Qualifications and skills
- Training, professional growth, and adaptability
- Performance and evaluations
- Length of service to the District
- Certification and licensure
- Involvement in extra-curricular activities and 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.

## **R. REHIRE OF RETIREES**

The District will rehire retired employees in special circumstances, such as covering a temporary leave of absence in a hard to hire area or as a substitute teacher/EA. 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. No leave balances may be carried over from retirement. Retirees will earn sick leave (1 per month) and personal days on a pro-rated basis for hours worked upon rehire.

## S. RESIGNATION/RETIREMENT

All employees must give written notice of their intent to resign or retire from their position with the District using the District's Resignation/Retirement Form, which requires employees to provide a forwarding mailing address, email address, and phone number. All District keys, books, property, including intellectual property, and equipment must be returned on or before the employee's last day of in-person work.

Retirement: All Teachers/Certified Staff (non-administrator) must notify the Human Resources Division no later than close of business on February 28<sup>th</sup> of their intent to retire at the end of the current school year.

All Administrators must notify the Human Resources Division no later than March 1<sup>st</sup> of their intent to retire at the end of the current school year.

All Educational Assistants (*Regular Ed, Special Ed, & Health Room*) must notify the Human Resources Division no later than April 1<sup>st</sup> of their intent to retire at the end of the current school year.

All Other Non-Instructional Support Staff must notify the Human Resources Division sixty (60) days in advance of their anticipated retirement date.

See the appropriate employee group appendix for more specific details on retirement benefit eligibility.

Resignation: Employees who are not under an individual employment contract (non-administrative) may resign their positions at any time without penalty. The resignation form must be submitted to the Human Resources Division.

Employees who are under an individual employment contract may resign their position for the following school year without penalty at the end of the current school year (June 15). Those resigning or retiring in violation of the terms of their contract shall be required to reimburse the District in accordance with the following schedule of liquidated damages:

- \$1,000 for breaches occurring prior to July 1;
- \$2,000 for breaches occurring on or after July 1 but prior to August 1; and
- \$3,000 for breaches on or after August 1.

If monies are due as of the last day worked, the liquidated damages amount may be deducted from any remaining paychecks as a payroll deduction(s). The Human Resources Division, in the exercise of its sole discretion, may waive the right to pursue the collection of liquidated damages from an employee for extremely limited and extenuating circumstances. The decision of the Human Resources Division is final.

Administrators' individual employment contracts contain liquidated damages provisions and any monies due the District for breach of contract shall be collected as stated in the above paragraph.

Employees may not use sick/personal/vacation time to supplant, connect to, or extend their resignation/retirement date. If an employee does use sick/personal/vacation time for their last day(s) of employment, the resignation/retirement date will be backdated to the last day (consecutively) worked.

## **T. SCHOOL CLOSINGS – BOARD POLICY 723.1**

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.

## **U. 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 Superintendent/designee and be consistent with Board Policy.

## **V. 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.

## **W. VISITORS AND BUILDING ACCESS – BOARD POLICY 860**

The District’s goal is to maintain maximum security and safety at a minimum of inconvenience to our employees. All visitors must check in using the Raptor System at the main office and if appropriate, be escorted by authorized personnel to their destination. Employees who observe an unauthorized individual on District property must immediately direct him/her to the building office or contact the administrator in charge.

For more information, please see Board Policy 860.

## **PART IV: MANAGEMENT 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, procedures, rules, regulations, and, practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly, and unequivocally restricted by the express terms of this Handbook/individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited to, the following rights:

- To direct all operations of the school system;
- To establish and require observance of reasonable work rules and schedules of work;
- To hire, promote, transfer, schedule, assign, and re-assign employees in positions within the school system;
- To suspend, discharge, and take other disciplinary action against employees;
- To relieve employees from their duties because of lack of work or any other legitimate reason;
- To maintain efficiency of school system operations;
- 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;
- To introduce new or improved methods or facilities;
- To select employees, establish quality standards, and evaluate employee performance;
- To transfer and/or place an employee qualified for the position within the District;
- To determine the methods, means, and personnel by which school system operations are to be conducted;
- To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- To determine the educational policies of the District; and
- To contract out for goods and services.

## **PART V: PAY AND OTHER COMPENSATION**

Employees are paid in accordance with administrative guidelines and an established pay structure. All District positions are classified as exempt or nonexempt according to the Fair Labor Standards Act (FLSA). The District will comply with all FLSA 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.

Employees will be paid by direct deposit on a semi-monthly payroll distributed over 12 months.

See the School District of Menomonee Falls Compensation Manual for specific details on the current compensation allocations and the rules and regulations related to compensation. This can be found on the SDMF intranet.

### **A. COMPENSATORY TIME AND OVERTIME**

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

For non-exempt hourly employees, overtime will be calculated based on a forty (40) hour work week. Paid leave will not be included in the forty-hour work week calculation. For example, if the non-exempt employee's normal work week is Monday through Friday for eight hours per day and the person works three days (Monday, Tuesday and Wednesday), takes Thursday and Friday as paid leave (i.e., vacation or sick), and is then called in to work Saturday, he/she only has twenty-four hours of work time that would be used to determine potential overtime earnings.

The employee's supervisor has the discretion to determine whether to pay any overtime as compensatory time or direct wages. If compensatory time is granted by the supervisor, the employee must record the time in the Skyward system for approval. 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 to verify and track the compensatory time worked. If an employee requests the use of compensatory time, the supervisor 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.

### **B. 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.

### **C. DEDUCTIONS AND GARNISHMENTS**

Pay is subject to all deductions required by law. The amount of the deductions will depend on earnings and the number 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.

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. They must be authorized by the employee in writing and submitted for approval to the Finance and Operations and/or Human Resources Divisions.

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. If no remaining payments are available for deductions, the District will take any and all available legal remedies.

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 Finance and Operations Division notifies all individuals for whom garnishments are received.

## **PART VI: LEAVES AND ABSENCES**

Employees available paid leave hours will be noted in Employee Access – Time Off. All paid time off for employees covered in Appendices A-F, may be taken in 15-minute increments. All paid time off for employees covered in Appendix G, must be taken in hourly increments of one-half (½) day or one (1) full day hourly equivalents. 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 any time off shall be entered in Skyward (Time Off) and shall be made as far in advance as possible (minimum of ten (10) calendar days). Administration has the right to approve or deny all requests. It is at the District’s discretion as to how many employees will be granted leave on any particular day based on District needs. If the District is unable to meet student needs, the District may cancel prior approved time off.

If an employee takes paid (non-FMLA) leave and does not return to work for the District, the employee agrees to reimburse the District for any paid sick leave taken.

### **A. BEREAVEMENT/FUNERAL LEAVE**

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 and leaves of absence for employees for the death of a non-immediate family member shall be limited to one (1) day per incident. Part-time employees will receive bereavement leave on a pro-rated basis based upon the number of hours they are scheduled to work. Leave granted under this entire provision shall not be cumulative.

Immediate family members are the spouse, parents, children, siblings, grandchildren, grandparents, step-relatives or in-laws of the same relationship as provided herein of the employee and his/her spouse.

Non-immediate family members are aunts, uncles, first cousins, nieces, and nephews of the employee or his/her spouse.

In extenuating circumstances, additional days may be granted by the Superintendent or his/her designee. Any such discretionary leaves granted shall not establish any precedent and shall not be subject to the grievance procedure.

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

### **B. FAMILY AND MEDICAL LEAVE ACT – BOARD POLICY 546.1**

In accordance with Federal and State law, the District will provide family and medical leave to eligible staff for certain qualifying leaves. To determine if you are eligible or qualify for family and medical leave refer to Board Policy 546.1 Family and Medical Leave of Absence. This policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 (FFMLA) and the Wisconsin Family and Medical Leave Act (WFMLA). To the extent that this policy is ambiguous or conflicts with the FMLA or WFMLA, the FMLA and the WFMLA will govern. When leave taken by staff is governed under both FFMLA and WFMLA, the more generous provision will apply. The FMLA and WFMLA eligibility year will start July 1 and end June 30.

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.

For more information, please see Board Policy 546.1.

### **C. JURY DUTY LEAVES**

Employees of the District will be released to fulfill citizenship obligations of jury duty. When an employee is summoned for jury service, he/she must notify his/her immediate supervisor as soon as the summons is received. Employees shall receive their full pay for their regularly scheduled work hours during the period of absence required to complete their obligation. The employee must remit to the District the jury summons and proof of service.

### **D. MILITARY SERVICES LEAVE**

Employees will be granted all military leave rights available under the Uniformed Services Employment and Re-employment Rights Act (USERRA). Upon notification of the need for military leave, employees shall request leave through the Human Resources Division and notify their supervisor. The request must be accompanied by a copy of the military orders.

### **E. OUTSIDE EMPLOYMENT DURING LEAVE**

Employees are prohibited from engaging in outside employment when they are on any type of leave (sick, FMLA, bereavement, jury duty, paid personal, unpaid personal, and/or unpaid medical) except for military and vacation leave. The District may take disciplinary action, up to and including termination of employment, for violations of this provision.

### **F. PERSONAL LEAVE AND FLEX TIME**

Employees shall be entitled to up to two (2) days of personal leave each employment year and they shall not be used consecutively. Personal leave may only be used for compelling personal obligations which cannot reasonably be conducted outside of the employee's workday. Personal leave is not intended to be used as vacation time. Personal leave days shall not be used to extend a holiday, vacation, or a school recess period. School-based staff will not be granted personal leave days during the first or last week of a semester/trimester, on a parent-teacher conference day, or on an in-service day. At the discretion of the Human Resources Division, personal leave during the above-mentioned times may be approved for critical personal business that cannot be rescheduled for a different time.

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 calendar (10) days. Administration has the right to approve or deny all requests. It is at the District's discretion as to how many employees will be granted personal leave on any particular day based on District needs. 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.

Hourly (non-exempt) employees may use flex time to alter their work days or work hours with prior approval by their supervisor. This is to be used rarely as an alternative to overtime and comp time. Flex time must be used within the same pay period in which the employee altered their work days or hours. Flex time cannot be carried over into another pay period. Flex time shall not be used to extend a holiday, or a school recess period without approval by the supervisor and the Division of Human Resources. School-based hourly staff will not be allowed to use flex time during the first or last week of a semester/trimester, on a parent-teacher conference day, or on an in-service day if required to attend.

Personal leave and flex time may be taken in 15-minute increments for those groups in Appendices A-F and in half or full days for those in Appendix G.

## **G. RELIGIOUS OBSERVANCES**

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.

## **H. 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 or resigning will be credited only with those days earned at the time employment is severed.

Employees may be requested by their supervisor or the Human Resources Division to provide medical substantiation for pre-planned non-FMLA related medical or dental appointments. If so requested, the medical substantiation must include the date, time, and length of the appointment, and be provided within three (3) workdays after the appointment. Failure to provide appropriate medical substantiation will be deemed an unexcused, unpaid absence and subject to discipline, up to and including termination.

Any available sick leave shall be paid as detailed below:

1. Serious health conditions, illness, or injury of the employee, a spouse, dependent child, dependent step-child, or parent. If leave is qualified under FFMLA or WFMLA, the use of sick leave may be applicable beyond this definition.
2. Medical or dental appointments for the employee and/or dependent child that cannot be scheduled outside of the employee's regularly scheduled work hours. It is expected the employee report to work during scheduled work hours before and/or after the scheduled appointment.
3. 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.

Sick Leave Accumulation: Sick leave for full-time employees will accumulate 1 day per month to a maximum seventy-two (72) days for 12-month employees and seventy (70) days for 10-month employees.

Sick Leave and Long-term Disability: 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.

Reporting Procedure - Medical Substantiation: When 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 Division deems such verification appropriate, the employee will be required to furnish the District with medical substantiation of the illness signed by either a licensed physician, nurse practitioner, or other approved licensed medical provider. 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. Any continuous leave of more than three work days requires a medical excuse to be provided to their immediate supervisor under the terms and conditions as stated above. Failure to provide appropriate medical substantiation within three (3) days of the absence will be deemed an unexcused, unpaid absence and subject to discipline, up to and including termination.

## I. SICK LEAVE BANK

The District sponsors a sick leave donation program under which employees may donate some of their accrued but unused sick leave. The sick leave donation program is required to be administered within the guidelines of the IRS.

Employees who wish to donate sick leave must submit a written and signed request on the District's Sick Leave Donation Form. Employees are allowed to contribute up to five (5) days per year. These days will be subtracted from that employee's current sick bank of days available to them. The District will ask for sick leave bank donations each year. At District discretion, additional donations may be allowed throughout the year. All unused days remaining in the sick leave bank at the end of the fiscal year will carry over to the next year. The bank will only be allowed to accrue 360 days from all sources.

Employees Eligible to Access Sick Bank Days: An employee is eligible to receive up to 6 sick days per number of years of their employment with the District (i.e., 3 years employed x 6 days = 18 days) out of the sick bank if they meet the following criteria:

- The employee is eligible to accrue sick leave.
- The employee is on an approved medical leave of absence relating to a medical emergency.
- The employee has provided appropriate documentation as requested by the District.
- The employee has exhausted all paid time off and leave, including vacation, personal days, sick leave, bereavement leave, and short-term disability benefits. (If leaves are applicable to the reason for the request).
- 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.
- The employee experiences a material loss of income, which is defined under this program as more than 10 unpaid days, consecutive or intermittent, within a fiscal year period.

Some factors which will be taken into consideration 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 and procedures.

For purposes of this program, a medical emergency is defined as a serious illness or other medical condition (such as a heart attack or cancer) of the employee or the employee's family member to include the spouse, parent, step-parent, dependent child, or dependent step-child that requires the employee to be absent for a prolonged period of time, including intermittent absences related to the same illness or condition.

Requesting and using donated sick leave: An eligible employee must submit a written request to the District outlining the reason for the request and the amount of sick leave requested. The District reserves the right to determine in its sole discretion whether a request satisfies all the criteria set out in this program and the amount available would be calculated based on the total days available in the sick bank. The total amount a person is eligible to receive in any given school year is limited to 25% of the remaining sick bank days. The amount of days will be rounded up to the next full day.

Requests for donated sick leave are not guaranteed. If more than one eligible employee requests leave from the donation bank, requests will be granted on a first-come, first-serve basis.

Donations may only be used to compensate the recipient-employee for approved time off. Donated sick leave may not be used for unapproved absences.

Donations will be processed at the recipient-employee's rate of pay. Part-time employees who receive donated sick leave will be paid based on their regularly scheduled hours of work.

Donated sick leave is not paid out on a separation of employment. If the employee returns to work before exhausting donated sick leave, the remaining donated sick leave will revert to the donation bank and become available for other eligible employees.

Employees are not eligible to accrue paid leave while using donated sick leave.

## **J. UNPAID LEAVES OF ABSENCE**

Any unpaid leave of absence for any reason beyond those covered by the Family Medical Leave Act (WFMLA and FMLA), and for those not meeting the eligibility requirements for FMLA, may be granted at the discretion of the District. A formal request and circumstances for the leave must be sent to the Human Resources Division as soon as the need is known but no less than twenty (20) calendar days in advance of the unpaid leave. An unpaid 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, to extend a holiday, or to extend a school recess period. All applicable leave must be exhausted before an unpaid leave will be allowable.

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

Return to Work: Upon return from any unpaid leave of absence of less than one semester of time in duration, the employee is not guaranteed to return to their exact position and 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, eliminated, or increased due to nonrenewal or reduction in force, whichever is applicable. If the unpaid leave of absence is for the duration of one semester or longer in a school year, the position may be posted for hire and no longer available for the employee to return into that position. The employee will be offered another position in the District if any are available, it is not required it be an equivalent position. If there are no positions available or the employee declines the offered position, the employee will resign from employment with the District.

If the employee is taking the unpaid leave of absence for a medical reason for themselves, the employee will be eligible to return to work if a position is available based on the terms above once he/she is physically able, provided: 1) the employee has indicated his/her 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.

A failure to return after expiration of the unpaid 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 and is not subject to the District's grievance procedure.

## **PART VII: BENEFITS**

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 and there are no allowable exceptions. 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 job resulting in insurance loss, birth, death, marriage, divorce, etc.). If you do experience a qualifying event, you are responsible to notify the Human Resources Division within 30 days of the event to make a corresponding enrollment change. You are required to demonstrate or provide appropriate documentation to the Human Resources Division to establish that the life event has occurred and the date of the event to make the change.

### **A. 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. The employee is not eligible for the cash-in-lieu benefit if they are a spouse or dependent of a District employee covered by the District's health plan. Any cash received will be subject to all deductions required by law (refer to pay period dates/compensation above). Eligibility for, contribution amounts, and annuity fund options are set forth in the appropriate employee group appendix.

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) calendar days.

The employee must have current credible health insurance coverage and must provide documentation as to having other credible health insurance coverage to qualify for the cash-in-lieu option. If an employee loses credible coverage at any time, they must notify the District within thirty (30) calendar days.

### **B. 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 the appropriate employee group appendix.

### **C. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Employees of the District are encouraged to utilize EAP for a wide range of personal or job-related issues. Utilization of EAP 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. EAP 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
- Alcohol and other drug related problems
- Adoption assistance
- School and college planning

Information on EAP is available on the Human Resources Division's website section. It is also distributed in the annual health insurance enrollment packet.

### **D. EMPLOYEE SAVINGS PLANS**

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

### **E. FLEXIBLE SPENDING ACCOUNT (VOLUNTARY)**

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:

1. Payment of insurance premium amounts (IRC § 106);
2. Permitted medical expenses not covered by the insurance plan (IRC § 105);
3. Dependent care costs (IRC § 129).

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).

### **F. 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 the appropriate employee group appendix. The health insurance plan year is from January 1 through December 31 (yearly, until further notice).

## **G. 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 the appropriate employee group appendix.

## **H. 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 the appropriate employee group appendix.

## **I. SHORT TERM DISABILITY**

Employees are eligible to purchase Short Term Disability Insurance through the 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.

## **J. 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 the following school year, including but not limited to teachers, educational assistants, School Nutrition employees, administrative assistants, etc.

## **K. 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.

## **L. WISCONSIN RETIREMENT SYSTEM (WRS) CONTRIBUTIONS**

For qualifying employees, the Board shall contribute the employer's share of the retirement contribution 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. No employee shall have any right to receive a cash payment or other compensation in lieu of such contributions.

WRS Information:

Link: <https://etf.wi.gov/contact-us>  
Phone: 1-877-533-5020  
Fax: 608-267-4549

**APPENDIX A:**  
**ADMINISTRATIVE ASSISTANTS AND REC PROGRAM SUPERVISORS**

**EMERGENCY SCHOOL CLOSINGS**

Administrative Assistants & Rec Program Supervisors will not be paid on days when there is an emergency school closing. Employees may use vacation or personal days, if available, or take the time as unpaid.

**EMPLOYEE CLASSIFICATIONS**

Twelve (12) month Administrative Assistants work 12 months per year, either as part-time, which is less than 37.5 hours per week or full-time at 7.5 or 8 hours per day

School year Administrative Assistants work twenty-three (23) days distributed before the first and last student days of the school year at the building principal’s or administrator’s discretion. School year elementary Administrative Assistants may work up to an additional 60 hours during the summer at the principal’s discretion.

Rec Program Supervisors work 12 months per year, full-time at 8 hours per day.

**HOLIDAYS**

Twelve (12) month Administrative Assistants & Rec Program Supervisors will receive ten (10) paid holidays per year. Ten (10) month employees will receive nine (9) paid holidays per year. Except for the below listed holidays, Winter and Spring Breaks are considered workdays unless you take approved vacation/personal time. Holidays for part-time employees will be prorated.

New Year’s Day	Thanksgiving Day
Good Friday	Day following Thanksgiving
Memorial Day	Christmas Eve
Fourth of July-(12 month only)	Christmas Day
Labor Day	New Year’s Eve

**BENEFITS**

Administrative Assistants who are scheduled to work more than 18.75 hours per week and Rec Program Supervisors who work 40 hours per week will be eligible for the benefits listed below. District insurance contributions and the cash-in-lieu amount will be prorated for part-time employees.

Dental: The current District contribution will be set annually. The employee percentage may vary by elected plan option (as applicable). The District may change the insurance plan options at any time.

Health Insurance: The current District contribution will be set annually. The employee percentage may vary by elected plan option (as applicable). The District may change the insurance plan options at any time.

Voluntary Vision Insurance: Employees may elect to enroll in Vision Insurance offered by paying 100% of the premium cost. The District may change the insurance plan options at any time.

Cash-in-Lieu of Insurance: Employees choosing not to take the District Health Insurance can take cash-in-lieu in the amount set by the District. The employee is not eligible for the cash-in-lieu benefit if they are a spouse or dependent of a District employee covered by the District's health plan. Employees must provide proof of other coverage at initial enrollment, and henceforth after every annual open enrollment to qualify. This election will be subject to all required/applicable deductions.

Flexible Spending Accounts: Employees are eligible to enroll in the Flexible Spending Account options as applicable.

Life Insurance: The benefit will be a payout of one (1) time the employees' salary at the time of their death. The benefit is fully paid by the District. They are eligible to purchase supplemental life for themselves, spouses, and children.

Long Term Disability: The District will pay 100% of the premium and the policy currently pays out at 66 2/3% of your monthly base salary.

Voluntary Short-Term disability: Employees may elect to enroll in the Short-Term Disability plan offered by paying 100% of the premium cost.

## **RETIREMENT BENEFITS**

Administrative Assistants and Rec Program Supervisors age 62 or older with at least 20 years of full-time equivalent District service in an eligible employee group will qualify for the below retirement benefits. An eligible employee group is any employee group which also has qualifying retiree benefits as outlined in its corresponding appendix. Employees will qualify for the retiree benefits of the position they hold at the time of their retirement. An employee who retires with retiree benefits from the District and is rehired, is not eligible for additional retiree benefits. It is required that non-instructional employees submit notice of their intent to retire to the Human Resources Division 60 days prior to the requested retirement date to qualify for the retirement benefits.

Tax Sheltered Annuity Payment: Upon retirement, the Administrative Assistant & Rec Program Supervisor will receive a fixed dollar amount (currently \$1,000) per month for 36 months. These dollars will be deposited by the District in a tax-sheltered annuity and will grow tax deferred until withdrawn by the retiree. These payments will begin on the first practical payroll following the date of retirement.

If the Retiree should die during the period of the annuity payments, a surviving spouse shall be entitled to a lump sum payment equal to one hundred (100%) percent of the remaining annuity payments owed to the Retiree. The surviving spouse will receive the lump sum payment in cash within thirty (30) days after the District receives documentation confirming the death of the Retiree. Internal Revenue Service rules and regulations prohibit the District from making the surviving spouse lump sum payment into a tax-sheltered account. The surviving spouse benefit vests as of the date of the employee's death, meaning that if the employee has any surviving spouse at the time the retiree dies, the surviving spouse will receive the remaining benefit regardless whether the Retiree was married at the time of retirement. The benefit provided to the surviving spouse may be subject to tax implications as would be required by local, state and federal laws.

## **VACATION TIME**

Administrative Assistants & Rec Program Supervisors are required to work during the Winter and Spring Breaks unless paid time off is taken with the approval of their administrator.

Vacation is provided at the start of the fiscal year (July 1-June 30). An employee that ends their employment prior to the end of the fiscal year will have the vacation pro-rated accordingly and, in some cases, may need to re-pay vacation used but not yet earned.

Twelve (12) month Administrative Assistants & Rec Program Supervisors will receive vacation days per the following schedule based on their in-District years of service in a vacation-eligible position, pro-rated the first year based on the first scheduled work day:

- Years 0-5 = 10 days
- Years 6-14 = 15 days
- Years 15+ = 20 days

Twelve (12) month Administrative Assistants hired before July 1, 2013, will be grandfathered in to receive four (4) additional vacation days beyond those stated in the above schedule. School year Administrative Assistants hired before July 1, 2013 will receive 8 vacation days to be scheduled and used with their supervisor's/administrator's approval. School year Administrative Assistants hired after July 1, 2013 will not receive any paid vacation days.

No more than fifteen (15) days total may be carried over from the previous school year or scheduled into the next school year.

**APPENDIX B**  
**ADMINISTRATORS**

Administrators are defined as employees who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel as designated by the District.

**CONTRACT RENEWAL AND NONRENEWAL**

Notice of renewal or nonrenewal of an Administrator contract shall be issued in accordance with §118.24, Wis. Stats. Administrators must accept or reject their contracts no later than 3 months prior to the contract expiration date. Nonrenewal is excluded from the grievance procedure under this District Employee Handbook as it is not defined as a qualifying termination of employment.

**EMERGENCY SCHOOL CLOSING**

Please report to work only if you can do so safely. If you are unable to report to work, administrators may use remote work days, vacation days, or personal days.

**EVALUATION**

The Board is responsible for the Superintendent’s evaluation. The Superintendent is responsible for the evaluation of other Administrators. Administrators shall receive written evaluations based on their job descriptions and responsibilities which shall include direct observation of the Administrators’ performance.

**HOLIDAYS**

All Administrators will receive the following ten (10) paid holidays per year:

New Year’s Day	Thanksgiving Day
Good Friday	Day following Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Labor Day	New Year’s Eve

**BENEFITS**

Administrators who are scheduled to work 50% FTE or more will be eligible for the benefits outlined below. District insurance contributions and the cash-in-lieu amount will be prorated for part-time employees.

Dental: The current District contribution will be set annually. The employee percentage may vary by option choice. The District may change the insurance plan options at any time.

Health Insurance: The current District contribution will be set annually. The employee percentage may vary by option choice. The District may change the insurance plan options at any time.

Voluntary Vision Insurance: Employees may elect to enroll in Vision Insurance offered by paying 100% of the premium cost. The District may change the insurance plan options at any time.

Cash-in-Lieu of Insurance: Administrators choosing not to take the District Health Insurance can take cash-in-lieu in a dollar amount set by the District. The employee is not eligible for the cash-in-lieu benefit if they are a spouse or dependent of a District employee covered by the District's health plan. Employees must provide proof of other coverage at initial enrollment, and henceforth after every annual open enrollment to qualify. This election will be subject to all required/applicable deductions.

Flexible Spending Accounts: Employees are eligible to enroll in the Flexible Spending Account options as applicable.

Life Insurance: The benefit will be a payout of two (2) times their salary at the time of their death. The benefit is fully paid by the District. Employees are eligible to purchase supplemental life for themselves, spouses, and children.

Long Term Disability: The District will pay 100% of the premium and the policy currently pays out at 66 2/3% of your monthly base salary.

Voluntary Short-Term disability: Employees may elect to enroll in the Short-Term Disability plan offered by paying 100% of the premium cost.

## **JOB RESPONSIBILITIES**

Administrators shall perform, at a professional level of competence, the services, duties and obligations required by law and in accordance with the rules, regulations, and policies of the Board which now exist or which may be hereinafter enacted by the Board.

Except as otherwise provided in an Administrator's individual contract, Administrators shall devote their full-time attention to the duties and responsibilities normally expected of the Administrator's position. Administrators shall not engage in any pursuit, or accept any other employment, including coaching duties, which interferes with the proper discharge of the Administrator's duties and responsibilities. Other pursuits will be considered on an individual basis.

An Administrator's work schedule shall be set by the Superintendent in consideration of the particular professional duties of each Administrator.

## **PROFESSIONAL DEVELOPMENT**

Administrators are encouraged to continue their professional growth through participation in professional development opportunities, such as conventions and seminars, and will be allotted a dollar amount each year for use towards professional development opportunities.

## **RETIREMENT BENEFITS**

Administrators age 57 or older with at least 20 years of full-time equivalent District service in an eligible employee group will qualify for the below retirement benefits. An eligible employee group is any employee group which also has qualifying retiree benefits as outlined in its corresponding appendix. Employees will qualify for the retiree benefits of the position they hold at the time of their retirement. An employee who retires with retiree benefits from the District and is rehired, is not eligible for additional retiree benefits. It is required that Administrators give notice of their intent to retire to the Human Resources Division by close of business February 28<sup>th</sup> to qualify for the retirement benefits.

Tax Sheltered Annuity Payment: Upon retirement, the Retiree will receive a fixed dollar amount (currently \$1,500) per month for 60 months. These dollars will be deposited by the District into a tax-sheltered annuity and will grow tax deferred until withdrawn by the retiree. If the Retiree should die during the period of the annuity payments, a surviving spouse shall be entitled to a lump sum payment equal to one hundred (100%) percent of the remaining annuity payments owed to the Retiree. The surviving spouse will receive the lump sum payment in cash within thirty (30) days after the District receives documentation confirming the death of the Retiree. Internal Revenue Service rules and regulations prohibit the District from making the surviving spouse lump sum payment into a tax-sheltered account. The surviving spouse benefit vests as of the date of the employee's death, meaning that if the employee has any surviving spouse at the time the Retiree dies, the surviving spouse will receive the remaining benefit regardless whether the Retiree was married at the time of retirement. The benefit provided to the surviving spouse may be subject to tax implications as would be required by local, state and federal laws.

Life Insurance: Retirees will receive 5 years of life insurance through the District's Life Insurance Program at the District's expense.

## **VACATION TIME**

All Administrators will receive 5 weeks (25 days) of paid vacation per fiscal year. No more than fifteen (15) days total may be carried over from the previous school year or scheduled into the next school year. If you are not in attendance or working from home, Winter and Spring Breaks must be taken as vacation/personal days.

Vacation is provided at the start of the fiscal year (July 1-June 30). An employee who ends their employment prior to the end of the fiscal year will have the vacation pro-rated accordingly and, in some cases, may need to re-pay vacation used but not earned.

**APPENDIX C**  
**CUSTODIAL/MAINTENANCE**

**CALL IN PROCEDURE**

All first shift Custodial/Maintenance personnel should call in their absence before 5 a.m. All second shift Custodial/Maintenance personnel should call in their absence before 11 a.m.

**LEAD CUSTODIAN FILL IN**

Any person filling in for a Lead Custodian will receive an additional \$1.00 per hour in addition to his/her normal base pay.

**UNIFORMS/PERSONAL APPEARANCE/DRESS CODE**

District employees are judged not only by their service but also by their appearance. Employees are expected to maintain a professional appearance that is consistent with the high standards that exist in the School District of Menomonee Falls. Employees are expected to be neat, clean, well-groomed and practice good personal hygiene. The District provides work shirts/uniforms which employees must wear during the work day, keep clean, and be in good repair. Employees must also wear shorts or pants that are in good condition and close toed shoes. The Administration will not allow attire from employees that is considered unprofessional, disruptive, inappropriate or which adversely affects the educational atmosphere. Employees represent the District and their appearance creates important impressions for students, parents and the School District of Menomonee Falls community.

**EMERGENCY SCHOOL CLOSINGS**

All Custodial/Maintenance employees should report to work, if possible, on emergency school closing days. If you are unable to come to work, you may take vacation or personal days, if available, or take the time as unpaid.

**HOLIDAYS**

All regular, twelve (12) month Custodial/Maintenance employees who are scheduled to work at least 20 hours per week will receive the following ten (10) paid holidays per year (holidays for part-time employees will be prorated):

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

## **BENEFITS**

All regular, 12-month Custodial/Maintenance employees who are scheduled to work at least 20 hours per week (.50 FTE or higher) will be eligible for the benefits outlined below. District insurance contributions and cash-in-lieu amount will be prorated for part-time employees.

Dental: The current District contribution will be set annually. The employee percentage may vary by option choice. The District may change the insurance plan options at any time.

Health Insurance: The current District contribution will be set annually. The employee percentage may vary by option choice. The District may change the insurance plan options at any time.

Voluntary Vision Insurance: Employees may elect to enroll in Vision Insurance offered by paying 100% of the premium cost. The District may change the insurance plan options at any time.

Cash-in-Lieu of Insurance: Custodial/Maintenance employees choosing not to take the District Health Insurance can take cash-in-lieu in the amount set by the District. The employee is not eligible for the cash-in-lieu benefit if they are a spouse or dependent of a District employee covered by the District's health plan. This will be prorated by the appropriate FTE for part-time employees. Employees must provide proof of other coverage at initial enrollment, and henceforth after every annual open enrollment to receive the Cash-in-lieu benefit. This election will be subject to all required/applicable deductions.

Flexible Spending Accounts: Employees are eligible to enroll in the Flexible Spending Account options as applicable

Life Insurance: Benefit will be a payout of one (1) times their salary at the time of their death. The benefit is fully paid by the District. Employees are eligible to purchase supplemental life for themselves, spouses, and children.

Long Term Disability: District will pay 100% of the premium and the policy currently pays out at 66 2/3% of your monthly base salary.

Voluntary Short-Term disability: Employees may elect to enroll in the Short-Term Disability plan offered by paying 100% of the premium cost.

## **RETIREMENT**

Custodial/Maintenance Employees age 62 or older with at least 20 years of full-time equivalent District service in an eligible employee group will qualify for the below retirement benefits. An eligible employee group is any employee group which also has qualifying retiree benefits as outlined in its corresponding appendix. Employees will qualify for the retiree benefits of the position they hold at the time of their retirement. An employee who retires with retiree benefits from the District and is rehired, is not eligible for additional retiree benefits. It is required that non-instructional employees submit notice of their intent to retire to the Human Resources Division 60 days prior to the requested retirement date to qualify for the retirement benefit.

Tax Sheltered Annuity Payment: Upon retirement, the retiree will receive a fixed dollar amount (currently \$1,000) per month for 36 months. These dollars will be deposited by the District in a tax-sheltered annuity and will grow tax deferred until withdrawn by the retiree.

If the retiree should die during the period of the annuity payments, a surviving spouse shall be entitled to a lump sum payment equal to one hundred (100%) percent of the remaining annuity payments owed to the retiree. The surviving spouse will receive the lump sum payment in cash within thirty (30) days after the District receives documentation confirming the death of the retiree. Internal Revenue Service rules and regulations prohibit the District from making the surviving spouse lump sum payment into a tax-

sheltered account. The surviving spouse benefit vests as of the date of the employee's death, meaning that if the employee has any surviving spouse at the time the retiree dies, the surviving spouse will receive the remaining benefit regardless whether the retiree was married at the time of retirement. The benefit provided to the surviving spouse may be subject to tax implications as would be required by local, state and federal laws.

## **SAFETY**

Appropriate eye or face protection must be used when employees are exposed to any of the following:

- flying particles (side protection is required),
- liquid chemicals, or
- acids or caustic liquids.

Hand Protection: must be worn by personnel whose hands are exposed to hazards such as:

- skin absorption of harmful substances,
- severe cuts or lacerations,
- severe abrasions,
- punctures,
- chemical burns, or
- extreme cold.

Foot Protection: Safety footwear with closed toes and a covered heel shall be worn at all times. Slip-on shoes are not allowed.

## **VACATION**

Vacation is provided at the start of the fiscal year (July 1-June 30). An employee that ends their employment prior to the end of the fiscal year will have the vacation pro-rated accordingly and, in some cases, may need to re-pay vacation used but not earned.

All regular, 12-month Custodial/Maintenance employees who are scheduled to work at least 20 hours per week will receive vacation days per the following schedule based on their in-District years of service in a vacation-eligible position, pro-rated the first year based on the first scheduled work day:

- Years 0-5 = 10 days
- Years 6-14 = 15 days
- Years 15+ = 20 days

Vacation for part-time employees will be prorated based on the number of hours worked. No more than fifteen (15) days total may be carried over from the previous school year or scheduled into the next school year.

**APPENDIX D**  
**EDUCATIONAL/HEALTH ROOM ASSISTANTS**

**ASSIGNMENTS**

All Educational and Health Room Assistant assignments will be at the District or building principal's discretion. Professional development and in-service time will be expected periodically throughout the year. The District will provide advance notice of these requirements.

All time sheets for hours worked in the summer must be turned in each pay period for which the time was worked. Late time sheets will require additional approval from the Human Resources Division and will result in delayed compensation.

**EMERGENCY SCHOOL CLOSINGS**

Educational and Health Room Assistants will not be paid on days when there is an emergency school closing. If you are asked to make up the time it will be at your regular rate of pay and also subject to the overtime provisions in the District Employee Handbook.

**HOLIDAYS**

Educational and Health Room Assistants will receive the following three (3) paid holidays per year:

New Year's Day

Memorial Day

Thanksgiving Day

**BENEFITS**

Educational and Health Room Assistants who are scheduled to work at least 30 hours per week are eligible for the benefits outlined below. Educational and Health Room Assistants who are regularly scheduled to work 20 hours or more, but less than 30 hours a week are eligible for the District provided life insurance only.

Dental: The current District contribution will be set annually. The employee percentage may vary by option choice. The District may change the insurance plan options at any time.

Health Insurance: Educational and Health Room Assistants who are scheduled to work 30 or more hours/week are eligible for the Health Insurance Benefit. District contribution is currently 50% of the total elected premium for single coverage, and will be set annually by the District. The District may change the insurance plan options at any time.

Voluntary Vision Insurance: Employees may elect to enroll in Vision Insurance offered by paying 100% of the premium cost. The District may change the insurance plan options at any time.

Flexible Spending Accounts: Employees are eligible to enroll in the Flexible Spending Account options as applicable.

Life Insurance: Benefit will be a payout of one (1) time employee's salary at the time of their death. The benefit is fully paid by the District. Employees are eligible to purchase supplemental life for themselves, spouses, and children.

Voluntary Short-Term disability: Employees may elect to enroll in the Short-Term Disability plan offered by paying 100% of the premium cost.

## **RETIREMENT**

Educational and Health Room Assistants must be at least 62 years of age and have 20 years of full-time equivalent District service in an eligible employee group will qualify for the below retirement benefits. An eligible employee group is any employee group which also has qualifying retiree benefits as outlined in its corresponding appendix. Employees will qualify for the retiree benefits of the position they hold at the time of their retirement. An employee who retires with retiree benefits from the District and is rehired, is not eligible for additional retiree benefits. It is required that Educational and Health Room Assistants give notice of their intent to retire to the Human Resources Division by April 1<sup>st</sup> of the year of retirement to qualify for the retirement benefits.

Tax Sheltered Annuity Payment: Upon retirement, the Retiree will receive a fixed dollar amount (currently (\$250) per month for 12 months. These dollars will be deposited by the District in a tax-sheltered annuity and will grow tax deferred until withdrawn by the retiree. These payments will begin on the first practical payroll following the date of retirement.

If a retiree should die during the period of the annuity payments, the surviving spouse shall be entitled to a lump sum payment equal to one hundred (100%) percent of the remaining annuity payments owed to the retiree. The surviving spouse will receive the lump sum payment in cash within thirty (30) days after the District receives documentation confirming the death of the retiree. Internal Revenue Service rules and regulations prohibit the District from making the surviving spouse lump sum payment into a tax-sheltered account. The surviving spouse benefit is vested in the employee at the time they retire, meaning that if the employee is married at the time of retirement and the employee has any surviving spouse at the time the retiree dies, the surviving spouse will receive the remaining benefit. If the employee is single at the time of retirement, they are vested in a single benefit with no surviving spouse benefit. The benefit provided to the surviving spouse may be subject to tax implications as would be required by local, state and federal laws.

**APPENDIX E**  
**SCHOOL NUTRITION WORKERS**

**EMERGENCY SCHOOL CLOSINGS**

School Nutrition Workers will not be paid on days when there is an emergency school closing. If you are asked to make up the time it will be at your regular rate of pay and also subject to the overtime provisions in the District Employee Handbook.

**BENEFITS**

School Nutrition Leads who are scheduled to work at least 30 hours per week are eligible for the benefits outlined below. School Nutrition Workers who are regularly scheduled to work 20 hours or more, but less than 30 hours a week are eligible for the District provided life insurance only.

Health Insurance: The current District contribution will be set annually. The employee percentage may vary by option choice. The District may change the insurance plan options at any time.

Voluntary Vision Insurance: Employees may elect to enroll in Vision Insurance offered by paying 100% of the premium cost. The District may change the insurance plan options at any time.

Flexible Spending Accounts: Employees are eligible to enroll in the Flexible Spending Account options as applicable.

Life Insurance: Benefit will be a payout of one (1) time employee's salary at the time of their death. The benefit is fully paid by the District. Employees are eligible to purchase supplemental life for themselves, spouses, and children.

Voluntary Short-Term disability: Employees may elect to enroll in the Short-Term Disability plan offered by paying 100% of the premium cost.

**RETIREMENT**

Only School Nutrition Leads are eligible for Retirement Benefits. School Nutrition Managers must be at least 62 years of age and have 20 years of full-time equivalent District service in an eligible employee group will qualify for the below retirement benefits. An eligible employee group is any employee group which also has qualifying retiree benefits as outlined in its corresponding appendix. Employees will qualify for the retiree benefits of the position they hold at the time of their retirement. An employee who retires with retiree benefits from the District and is rehired, is not eligible for additional retiree benefits. It is required that non-instructional employees submit notice of their intent to retire to the Human Resources Division 60 days prior to the requested retirement date to qualify for the retirement benefits.

Tax Sheltered Annuity Payment: Upon retirement, the Retiree will receive a fixed dollar amount (currently \$250) per month for 12 months. These dollars will be deposited by the District in a tax-sheltered annuity and will grow tax deferred until withdrawn by the retiree. If the retiree should die during the period of the annuity payments, a surviving spouse shall be entitled to a lump sum payment equal to one hundred (100%) percent of the remaining annuity payments owed to the retiree. The surviving spouse will receive the lump sum payment in cash within thirty (30) days after the District receives documentation confirming the death of the retiree. Internal Revenue Service rules and regulations prohibit the District from making the surviving spouse/lump sum payment into a tax-sheltered account. The surviving spouse/ benefit vests as of the date of the employee's death, meaning that if the employee has any surviving spouse at the time the retiree dies, the surviving spouse will receive the

remaining benefit regardless whether the retiree was married at the time of retirement. The benefit provided to the surviving spouse/ may be subject to tax implications as would be required by local, state and federal laws.

## **SANITATION AND SAFETY**

All employees are to follow the Wisconsin Food Code requirements. Examples are:

- required hair restraints
- no finger nail polish
- no hanging jewelry
- wash hands often
- wear serving gloves
- wear clothes that are neat and clean

## **UNIFORMS**

New hires will receive two (2) District provided uniform tops when they start a regular position. All other personnel will receive one (1) additional uniform shirt per year at no charge and additional tops can be purchased. The dress code requires a uniform shirt and black or tan pants (no blue jeans). Shoes are to be a white or black safety footwear which covers the foot completely (heel and toe). Sandals and footwear with heel straps are not acceptable. The safety footwear must provide traction on potentially slippery surfaces and should have rubberized sole material with some kind of ribbed, dimpled, or grooved surface in good condition. Leather soles are not acceptable.

**APPENDIX F**  
**PROFESSIONAL/TECHNICAL**

**EMERGENCY SCHOOL CLOSINGS**

Please report to work only if you can safely do so. If you are unable to report to work, employees may use remote work days, vacation days, or personal days.

**HOLIDAYS**

All 12-month professional/technical staff will receive the following ten (10) paid holidays per year:

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

**BENEFITS**

Professional/Technical employees who are scheduled to work 50% FTE or more will be eligible for the benefits outlined below. District insurance contributions and cash-in-lieu amount will be prorated for part-time employees.

Health Insurance: The current District contribution will be set annually. The employee percentage may vary by option choice. The District may change the insurance plan options at any time.

Dental: The current District contribution will be set annually. The employee percentage may vary by option choice. The District may change the insurance plan options at any time.

Voluntary Vision Insurance: Employees may elect to enroll in Vision Insurance offered by paying 100% of the premium cost. The District may change the insurance plan options at any time.

Cash-in-Lieu of Insurance: Professional/Technical employees choosing not to take the District Health Insurance can take cash-in-lieu in a dollar amount set by the District. The employee is not eligible for the cash-in-lieu benefit if they are a spouse or dependent of a District employee covered by the District's health plan. Employees must provide proof of other coverage at initial enrollment, and henceforth after every annual open enrollment to receive the Cash-in-lieu benefit. This election will be subject to all required/applicable deductions.

Flexible Spending Accounts: Employees are eligible to enroll in the Flexible Spending Account options as applicable

Life Insurance: Benefit will be a payout of two (2) times their salary at the time of their death. The benefit is fully paid by the District. Employees are eligible to purchase supplemental life for themselves, spouses, and children.

Long Term Disability: District will pay 100% of the premium and the policy currently pays out at 66 2/3% of your monthly base salary.

Voluntary Short-Term disability: Employees may elect to enroll in the Short-Term Disability plan offered by paying 100% of the premium cost

## **RETIREMENT**

Professional Technical employees age 57 or older with at least 20 years of full-time equivalent District service in an eligible employee group will qualify for the below retirement benefits. An eligible employee group is any employee group which also has qualifying retiree benefits as outlined in its corresponding appendix. Employees will qualify for the retiree benefits of the position they hold at the time of their retirement. An employee who retires with retiree benefits from the District and is rehired, is not eligible for additional retiree benefits. It is required that non-instructional employees submit notice of their intent to retire to the Human Resources Division 60 days prior to the requested retirement date to qualify for the retirement benefits.

Tax Sheltered Annuity Payment: Upon retirement, the Retiree will receive a fixed dollar amount (currently \$1,250) per month for 60 months. These dollars will be deposited by the District in a tax-sheltered annuity and will grow tax deferred until withdrawn by the retiree. If a professional/technical employee should die during the period of the annuity payments, a surviving spouse shall be entitled to a lump sum payment equal to one hundred (100%) percent of the remaining annuity payments owed to the retiree. The surviving spouse will receive the lump sum payment in cash within thirty (30) days after the District receives documentation confirming the death of the retiree. Internal Revenue Service rules and regulations prohibit the District from making the surviving spouse lump sum payment into a tax-sheltered account. The surviving spouse benefit vests as of the date of the employee's death, meaning that if the employee has any surviving spouse at the time the retiree dies, the surviving spouse will receive the remaining benefit regardless whether the retiree was married at the time of retirement. The benefit provided to the surviving spouse may be subject to tax implications as would be required by local, state and federal laws.

Life Insurance: Retirees will receive 5 years of life insurance through the District's Life Insurance Program at the District's expense.

## **VACATIONS**

12-month professional/technical staff members\* will receive twenty (20) days of vacation time. After five (5) years with the District, employees\* will have twenty-five (25) days of vacation. No more than fifteen (15) days total may be carried over from the previous school year or scheduled into the next school year. Professional/technical staff members hired before July 1, 2013 will receive 4 additional vacations days.

\*Community Education and Recreation Division, Facilities Division, and Technology (Hourly) Division Professional/Technical Staff will receive fifteen (15) days of vacation and after the completion of five (5) years of employment with the District will receive twenty (20) days of vacation. No more than fifteen (15) days total may be carried over from the previous school year or scheduled into the next school year.

Vacation is provided at the start of the fiscal year (July 1-June 30). An employee that ends their employment prior to the end of the fiscal year will have the vacation pro-rated accordingly, and in some cases, may need to re-pay vacation used but not earned.

## **APPENDIX G** **TEACHER GROUP**

The Teacher Group for this appendix includes Teachers, Library Media Specialists, School Counselors, Speech and Language Pathologists, School Social Workers, Occupational Therapists, Curriculum and Learning Coaches, Literacy Coordinators, Program Support Teachers, School to Career Coordinators, Nurses, and School Psychologists. When “Teacher Group”, employee(s), individual(s), or staff are used throughout the appendix it includes staff in all of the above-mentioned job classifications.

### **CONTRACT RENEWAL AND NONRENEWAL**

Per state statute, the District is required to issue individual contracts to members of the Teacher Group being renewed for the following school year. Notice of renewal or nonrenewal of an employee’s contract shall be issued in accordance with and subject to the provisions of §118.22, Wis. Stats. Nonrenewal of an individual contract issued under the above statute is not a termination as defined by the District Employee Handbook and is not subject to the District’s grievance procedure. Final individual contracts for those renewed will be issued no later than May 15<sup>th</sup>. Contracts must be accepted and returned to the District no later than June 15<sup>th</sup>.

The contract for a Limited Term employee is not subject to automatic renewal, is for a limited duration, and not subject to Section 118.22 Wis. Stat.

### **EMERGENCY SCHOOL CLOSINGS**

In the event of a school closing, do not report to work. The day may be made up as determined by District Administration.

### **EVALUATION**

Evaluation of a member of the Teacher Group’s job performance is a continuous process that focuses on improvement. Performance evaluation is based on an employee’s assigned job duties and other job-related criteria. Every member of the Teacher Group in the District will be supervised and evaluated by an administrator/designee. The administrator may be a certified principal, assistant principal, the Superintendent, or any other District Administrator deemed appropriate. An evaluating administrator will have the appropriate licensure and certification to perform evaluations and will have passed the proficiency testing according to state requirements.

In addition to the formative and summative assessment procedures, additional walkthroughs and observations may be conducted as deemed necessary by District Administration and School Administrators in accordance with state requirements.

### **BENEFITS**

Members of the Teacher Group who are scheduled to work 50% FTE or more will be eligible for the benefits outlined below. District insurance contributions and cash-in-lieu amount will be prorated for part-time employees.

Dental: The current District contribution will be set annually. The employee percentage may vary by option choice. The District may change the insurance plan options at any time.

Health Insurance: The current District contribution will be set annually. The employee percentage may vary by option choice. The District may change the insurance plan options at any time.

Voluntary Vision Insurance: Employees may elect to enroll in Vision Insurance offered by paying 100% of the premium cost. The District may change the insurance plan options at any time.

Cash-in-Lieu of Insurance: Staff choosing not to take the District health insurance will receive cash-in-lieu of health insurance at a dollar amount set by the District. Employees must provide proof of other coverage at initial enrollment, and henceforth after every annual open enrollment to receive the Cash-in-lieu benefit. This election will be subject to all required/applicable deductions.

Flexible Spending Accounts: Employees are eligible to enroll in the Flexible Spending Account options as applicable.

Life Insurance: Benefit will be a payout of one (1) times their salary at the time of their death. The benefit is fully paid by the District. Employees are eligible to purchase supplemental life for themselves, spouses, and children.

Long Term Disability: The District will pay 100% of the premium and the policy currently pays out at 66 2/3% of your monthly base salary.

Voluntary Short-Term disability: Employees may elect to enroll in the Short-Term Disability plan offered by paying 100% of the premium cost.

## **JOB RESPONSIBILITIES**

The job responsibilities of a member of the Teacher Group shall be set out in the employee's job description on file with the Human Resources Division. The job responsibilities will be set by the Principal, the Director of Curriculum, Learning, and Analytics, the Director of Student Support Services, the Director of Special Education, and/or other District Administrators as required with final approval by the Human Resources Division.

The District has the right to assign and re-assign members of the Teacher Group to adequately staff all classrooms, interventions, resource areas, and/or meet student needs. Employees may also request grade level, subject matter, and/or building transfers. Transfers must be requested by February 15<sup>th</sup> of each year. Such requests will be considered at the discretion of the District and the employee will be notified in writing of the approval or denial prior to the following school year.

## **NEW HIRE ORIENTATION PERIOD AND MENTORING**

A member of the Teacher Group who is new to the District will be considered to be in a probationary period for their first three (3) years of employment with the District. At any time during that three (3) year period, if the District determines in its sole discretion that the employee is not advancing and/or performing at the level expected by the District, or for any other reason not arbitrary or capricious as defined by the District Employee Handbook, the employee may be terminated.

All members of the Teacher Group who are new to the District or new to the profession will be provided mentors. Employees with fewer than three (3) years of overall job classification experience will be provided a mentor for three (3) years. Employees with more than three (3) years of experience will be provided a mentor for one (1) year. All employees provided a mentor must participate in the District's mentoring program.

## **RETIREMENT**

Members of the Teacher Group age 57 or older with at least 20 years of full-time equivalent District service in an eligible employee group will qualify for the below retirement benefits. An eligible employee group is any employee group which also has qualifying retiree benefits as outlined in its corresponding appendix. Employees will qualify for the retiree benefits of the position they hold at the time of their retirement. An employee who retires with retiree benefits from the District and is rehired, is not eligible for additional retiree benefits. It is required that members of the Teacher Group give notice of their intent to retire to the Human Resources Division by close of business February 28<sup>th</sup> of the year of retirement to qualify for the retirement benefit.

Tax Sheltered Annuity Payment: Upon retirement, the retiree will receive a fixed dollar amount (currently \$1,250) per month for 60 months. These dollars will be deposited by the District in a tax-sheltered annuity and will grow tax deferred until withdrawn by the retiree. If the retiree should die during the period of the annuity payments, a surviving spouse shall be entitled to a lump sum payment equal to one hundred (100%) percent of the remaining annuity payments owed to the retiree. The surviving spouse will receive the lump sum payment in cash within thirty (30) days after the District receives documentation confirming the death of the retiree. Internal Revenue Service rules and regulations prohibit the District from making the surviving spouse lump sum payment into a tax-sheltered account. The surviving spouse benefit vests as of the date of the employee's death, meaning if the employee has any surviving spouse at the time the retiree dies, the surviving spouse will receive the remaining benefit regardless whether the retiree was married at the time of retirement. The benefit provided to the surviving spouse may be subject to tax implications as would be required by local, state and federal laws.

## **WORK DAY AND WORK YEAR**

The number of days in a member of the Teacher Group's work year will be determined by the District. All employees new to the District will have four (4) additional days in their work year for new teacher group orientation (year one only).

Members of the Teacher Group will observe the normal workday schedule for each building/department and additionally may have responsibilities which extend beyond the normal work day such as staff meetings, team meetings, special events, duty assignments, etc. Staff will attend all mandatory District in-services, training sessions, open houses, parent teacher conferences, etc. as required by the District, some of which will be held outside the scheduled work day for which no additional pay is provided. Employees who are on partial contracts or job share assignments will also attend mandatory District in-services, training sessions, open houses, parent teacher conferences, etc. at no additional pay.

The District has "work days" identified in the Board approved Staff Calendar. Members of the Teacher Group may work remotely on the identified "work days" on the calendar between the months of October and May. Remote work will not be allowed during the opening week of the start of the new school year (August and/or September) and will only be allowed with principal approval on the last half-day of school in June.

The number of minutes or periods of student contact time shall be determined by the District. The District has the right to assign additional responsibilities during the teacher's workday including supervisory duties, flex, learning centers, intervention time, etc. Additional responsibilities can be reassigned at any time. The District will provide appropriate preparation periods for all teaching staff, including traveling teachers.

Curriculum and Learning Coaches, Program Support Teachers, School Psychologists, and School Social Workers have additional work days in their contracts beyond the teacher work year calendar. These days

will be scheduled in coordination with and approval by either the Director of Curriculum, Learning, and Analytics and the Director of Special Education.

School Counselors work the same number of days as other teachers. School Counselors will be asked to work additional hours in the summer which will be paid at the school counselor's individual hourly rate. These days will be scheduled in coordination with and approval by the Director of Student Support Services.

Flex time will not be provided during the regular school calendar year to account for additional hours in the summer for anyone in the Teacher Group.

All time sheets for hours worked in the summer which are not already a part of the employee's contract must be turned in each pay period for which the time was worked. Late time sheets will require additional approval from the Human Resources Division and will result in delayed compensation.