

SCHOOL DISTRICT OF



F O R T • A T K I N S O N

Employee Handbook

Updated August 2014

Contents

Table of Contents

PART I - PROVISIONS APPLICABLE TO ALL STAFF

SECTION 1. PREAMBLE AND DEFINITIONS	17
SECTION 2. EMPLOYMENT LAW	17
2.01 Employment of Minors	17
2.02 Equal Opportunity	17
2.03 Equal Opportunity Complaints	18
2.04 Fair Labor Standards Act.....	18
2.05 Family and Medical Leave Act	18
2.06 Immigration Law Compliance	19
2.07 Discrimination and Harassment	19
SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS	20
3.01 District Expectations	20
3.02 Accident/Incident Reports.....	21
3.03 Attendance	21
3.04 Bulletin Boards.....	21
3.05 Child Abuse Reporting	21
3.06 Communications.....	22
3.07 Confidentiality	25
3.08 Conflict of Interest	25
3.09 Contracts and Conflict of Interest	26
3.10 Copyright.....	26
3.11 Criminal Background Checks	26
3.12 Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record.....	26
3.13 District Property.....	27

3.14	Drug-, Alcohol-, and Tobacco-Free Workplace.....	27
3.15	False Reports.....	29
3.16	Financial Controls and Oversight.....	29
3.17	Fraud and Financial Impropriety	29
3.18	Gambling.....	29
3.19	Gifts and Sale of Goods and Services	29
3.20	Honesty.....	30
3.21	Investigations.....	30
3.22	Licensure/Certification	30
3.23	Nepotism.....	30
3.24	Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel Allowances.....	31
3.25	Outside Employment.....	32
3.26	Personal Appearance/Staff Dress Code.....	32
3.27	Personal and/or District Property.....	32
3.28	Personnel Files.....	33
3.29	Personnel – Student Relations.....	33
3.30	Physical Examination	34
3.31	Political Activity	34
3.32	Position Descriptions.....	35
3.33	Severance from Employment	35
3.34	Solicitations.....	35
3.35	Wellness.....	35
3.36	Employee (Whistleblower) Protection	36
3.37	Work Made for Hire.....	36
3.38	Workplace Safety.....	36
3.39	Violence/Bullying in the Workplace	38

SECTION 4. MANAGEMENT RIGHTS	39
4.01 Delineation of Rights	39
4.02 Sole Basis.....	40
SECTION 5. GRIEVANCE PROCEDURE	40
5.01 Purpose	40
5.02 Definitions.....	40
5.03 Time Limits.....	40
5.04 Grievance Processing Procedure	40
5.05 Grievant's Right to Representation	42
5.06 Consolidation of Grievances	42
5.07 Group Grievances	42
5.08 Retributory Action by Employer	42
SECTION 6. PAY PERIODS	42
6.01 Annualized Payroll Cycle.....	42
6.02 Payroll Dates & Direct Deposit	42
6.03 Definitions for Payroll Purposes Only.....	43
6.04 Salary Deferrals –Tax Sheltered Annuities (TSA).....	43
SECTION 7. COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES.....	45
7.01 Mileage Reimbursement	45
SECTION 8. WORKER’S COMPENSATION.....	45
8.01 Worker's Compensation Coverage and Reporting Responsibilities	45
8.02 Benefits While on Worker's Compensation	45
8.03 Injuries Not Covered by Worker’s Compensation	46
SECTION 9. JURY DUTY LEAVES.....	46
9.01 Jury Duty Leave.....	46
SECTION 10. UNIFORMED SERVICES LEAVE	46
10.01 Uniformed Services Leave of Absence	46

10.02	Seniority/Length of Service during Uniformed Services Leave	47
SECTION 11. BENEFITS APPLICABLE TO ALL EMPLOYEES.....		47
11.01	Cafeteria Plan/Flexible Spending Account	47
11.02	Dental Insurance.....	48
11.03	Health Insurance.....	48
11.04	Health Risk Assessment	48
11.05	Liability Insurance	48
11.06	Life Insurance.....	48
11.07	Long-Term Disability	48
11.08	Short-Term Disability	49
11.09	Wisconsin Retirement System (WRS) Contributions.....	49
11.10	COBRA Law Continuation of District Health Plan Participation	49
SECTION 12. WORK STOPPAGE.....		50
SECTION 13. CONFORMITY TO LAW.....		50
PART II - STAFF WITH INDIVIDUAL CONTRACTS UNDER § 118.22, WIS. STATS. AND PROFESSIONAL/EXEMPT NON-SUPERVISORY EMPLOYEES		
Sample School District Teacher-Educator Contract		52
Sample Summer School Classes Teacher Educator Contract.....		54
SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL		55
1.01	Procedure for Nonrenewal of Nonprobationary Educators.....	55
1.02	Length of Probationary Period for Teacher-Educators	56
1.03	Standard for Discipline and Termination.....	56
1.04	Representation.....	56
1.05	Procedure for Nonrenewal	56
SECTION 2. PROFESSIONAL HOURS/WORKDAY.....		57
2.01	Normal Hours of Work.....	57
2.02	Administratively Called Meetings.....	58
2.03	Attendance at School Events	58

2.05	School Calendar	58
SECTION 3. TEACHER-EDUCATOR SUPERVISION AND EVALUATION		58
3.01	General Supervision/Evaluation	58
SECTION 4. TEACHER-EDUCATOR ASSIGNMENTS, VACANCIES AND TRANSFERS.....		61
4.01	Teacher-Educator Certification	61
4.02	Vacancies, Transfers, and Reassignments	62
4.03	Liquidated Damages for Failure to Perform	62
4.04	Teaching Summer School	63
4.05	Extended Contracts.....	63
4.06	Job Share.....	63
SECTION 5. REDUCTION IN FORCE, POSITIONS & HOURS		64
5.01	Reasons for Reduction in Force	64
5.02	Selection for Reduction – Steps.....	64
5.03	Notice of Reduction	65
SECTION 6. PROFESSIONAL COMPENSATION (To Be Completed July 2015).....		65
SECTION 7. PROFESSIONAL GROWTH (To be completed July 2015)		65
SECTION 8. INSURANCES.....		65
8.01	Eligibility.....	65
8.02	Health Insurance.....	65
8.03	Life Insurance.....	65
8.04	Long-Term Disability Insurance	65
8.05	Short Term Disability Insurance.....	65
8.06	Dental Insurance.....	65
8.07	New Employees’ Coverage	66
8.08	Cash in Lieu of Insurance (hereinafter “CLI”)	66
SECTION 9. POST-EMPLOYMENT BENEFITS		67
9.01	Retirement.....	67

9.02	Benefits for Retirees Hired Prior to July 15, 1991	67
9.03	Retirement Stipends for Those Hired Prior to July 15, 1991.....	67
9.04	Benefits for Retirees Hired After July 15, 1991 but Before July 1, 2011 ...	67
SECTION 10. REIMBURSABLE ABSENCE		68
10.01	Yearly Increments, Limits, and Use	68
10.02	Granting Reimbursable Absence by Principal or District Administrator for Reasons Other Than Personal Illness or Personal Injury	68
10.03	Criteria for Pay Loss	68
10.04	Termination of Rights to Reimbursable Absence	68
10.05	Pregnancy as an Illness	68
10.06	Medical Clearance to Resume Duties After a Major Illness	68
10.07	Notice of Accumulated Reimbursable Absence Leave	69
10.08	Personal Business Leave	69
10.09	Reimbursement for Unused Personal Day	69
SECTION 11. LEAVES OF ABSENCE FOR EXTENDED TIME		70
11.01	Eligibility for Consideration.....	70
11.02	Maternity-Infant Rearing Leave.....	70
11.03	Retaining Teacher-Educator Status While on Leave.....	70
 PART III – NON-EXEMPT STAFF WITHOUT INDIVIDUAL CONTRACTS UNDER § 118.22, WIS. STATS. OR § 118.24, WIS. STATS.		
Sample School District Non-Instructional Staff Letter of Intent		72
SECTION 1. DISCIPLINE AND DISCHARGE		73
1.01	Length of Probationary Period	73
1.02	Standard for Discipline and Termination.....	73
1.03	Representation	73
1.04	Disciplinary Materials	73
SECTION 2. HOURS OF WORK AND WORK SCHEDULE.....		73
2.01	Letter of Appointment.....	73

2.02	Regular Workday and Starting and Ending Times	73
2.03	Regular Work Week.....	74
2.04	Part-time Employees	74
2.05	Additional Hours and Overtime - Approval and Assignment	74
2.06	Compensatory Time Off.....	74
2.07	Lunch Period	74
2.08	Breaks	75
2.09	Emergency School Closings.....	75
2.10	Call-In Pay	75
2.11	Shift Pay Differential.....	75
2.12	Attendance at Meetings	75
SECTION 3. REDUCTION IN FORCE, POSITIONS & HOURS		75
3.01	Reasons for Reduction.....	75
3.02	Notice of Reduction	75
3.03	Selection for Reduction – Steps.....	76
SECTION 4. ASSIGNMENTS, VACANCIES AND TRANSFERS.....		76
4.01	District Ability to Determine Job Description	76
4.02	Job Posting.....	76
4.03	Interview Considerations.....	76
4.04	District Ability to Select the Most Qualified Applicant.....	76
4.05	Trial Period.....	77
SECTION 5. PAID VACATION.....		77
5.01	Notice.....	77
5.02	Eligibility.....	77
5.03	Twelve Month Employees	77
5.04	Less than Twelve Month Employees	78
5.05	Scheduling of Vacation	79

5.06	Vacation Accumulation.....	79
5.07	Payment upon Termination/Transfer to a Position Not Eligible for Vacation	79
5.08	Holidays during Vacation.....	79
SECTION 6. HOLIDAYS		79
6.01	Holidays Defined.....	79
6.02.	Holidays Falling on Weekends or Student Contact Days.....	80
6.03	Work on a Holiday	80
6.04	Holidays during Vacation.....	80
SECTION 7. WAGE COMPENSATION AND EXPENSES.....		80
7.01	Wage Schedule (To Be Completed)	80
7.02	New Employee Wage Schedule Placement (To Be Completed).....	80
7.03	Out-of-Classification Pay.....	80
7.04	Rate of Pay upon Promotion (To Be Completed)	81
7.05	Uniforms, Protective Clothing and Tools.....	81
SECTION 8. JOB RELATED TRAINING AND LICENSURE		81
8.01	In-Service Training	81
8.02	Job-Related Education and Training	81
SECTION 9. EMPLOYEE EVALUATIONS.....		81
9.01	Evaluation	81
9.02	Procedures and Instruments	81
9.03	Frequency	81
9.04	Receipt of Evaluation.....	81
9.05	Comments, Disputes.....	81
9.06	Evaluators	82
SECTION 10. RESIGNATION FROM EMPLOYMENT.....		82
10.01	Notice of Termination of Employment.....	82
SECTION 11. INSURANCES		82

11.01	Eligibility.....	82
11.02	Dental Insurance.....	82
11.03	Health Insurance.....	82
11.04	Life Insurance.....	82
11.05	Long-Term Disability.....	82
11.06	Short-Term Disability.....	83
11.07	Employees' Coverage.....	83
SECTION 12. REIMBURSABLE ABSENCE		83
SECTION 13. LEAVES OF ABSENCE FOR EXTENDED TIME		84
SECTION 14. POST-EMPLOYMENT BENEFITS.....		85
PART IV – STAFF WITH INDIVIDUAL CONTRACTS UNDER §118.24, WIS. STATS., EXECUTIVE, ADMINISTRATIVE AND ACADEMIC ADMINISTRATIVE EMPLOYEES		
SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL		87
1.01	Standard for Nonrenewal for Administrators	87
1.02	Standard for Discipline and Termination.....	87
1.03	Disciplinary Materials	87
SECTION 2. JOB RESPONSIBILITIES.....		87
2.01	Professional Level of Competence	87
2.02	Devotion of Full-time to Job	87
2.03	Administrator License or Certificate.....	87
2.04	Job Description	87
SECTION 3. WORK SCHEDULES		88
3.01	Work Schedules for Administrative Staff	88
SECTION 4. PROFESSIONAL GROWTH		88
4.01	Requirement to Remain Current	88
SECTION 5. ADMINISTRATOR EVALUATION.....		88
SECTION 6. PROFESSIONAL COMPENSATION.....		88
SECTION 7. INSURANCES.....		88
7.01	Eligibility.....	88

7.02	Health Insurance.....	88
7.03	Life Insurance.....	89
7.04	Long-Term Disability Insurance	89
7.05	Short-Term Disability Insurance	89
7.06	Dental Insurance.....	89
7.07	New Employees' Coverage	89
SECTION 8. REIMBURSABLE ABSENCE		89
SECTION 9. HOLIDAYS		89
SECTION 10. POST-EMPLOYMENT BENEFITS.....		89
 PART V – EXTRA-CURRICULAR STAFF		
SECTION 1. ATHLETIC AND ACTIVITY ASSIGNMENTS		91
1.01	Letter of Assignment	91
1.02	Payments	91
1.03	Work Schedule.....	91
1.04	Evaluation of Extra-Curricular Assignments	91
1.05	Volunteers.....	91
1.06	Extra-Curricular Pay Schedule	92
 PART VI - SUBSTITUTE EMPLOYEES		
SECTION 1. ALL SUBSTITUTE EMPLOYEES.....		94
1.01	Pre-Employment Requirements	94
SECTION 2. SUBSTITUTE TEACHERS PROFESSIONAL STAFF		94
2.01	Licensure and/or Permit	94
2.02	Training and Evaluation	94
2.03	Assignment and Professional Responsibilities	94
2.04	Compensation.....	95
2.05	Dismissal/Removal from Substitute List	95
2.06	Miscellaneous Provisions.....	95

2.07	Substitute Teacher Professional Staff Pay Schedule	95
SECTION 3. SUPPORT STAFF SUBSTITUTES		96
3.01	Licensure and/or Permit	96
3.02	Training and Evaluation	96
3.03	Assignment and Professional Responsibilities	96
3.04	Compensation.....	97
3.05	Dismissal/Removal from Substitute List.....	97
3.06	Miscellaneous Provisions.....	97
APPENDIX A: EMPLOYMENT POSTERS		99
APPENDIX B: EXTRA CURRICULAR PAY SCHEDULE.....		99
APPENDIX C: NOTICE OF PRIVACY PRACTICES		103
APPENDIX D: EXEMPTION FROM FIFTEEN(15) YEARS OF SERVICE REQUIREMENT FOR PAYOUT OF UNUSED SICK LEAVE.....		109



Strategic Plan

2013-2018

Mission Statement

The School District of Fort Atkinson is committed to delivering the quality opportunities and services each student needs to achieve his or her academic and personal potential.

Objective

The School District of Fort Atkinson strives to be recognized and acknowledged as an exemplary school district and leader in providing educational excellence.

Educational Philosophy for the School District of Fort Atkinson

- A Fort Atkinson education provides outstanding professional Educators and staff who are committed to creating a nurturing and safe environment where high expectations are sought and progress is measured and recognized.
- A Fort Atkinson education delivers the skills necessary to become a life-long learner and productive member of society. Students practice decision making, problem solving, creative and critical thinking within an aligned core curriculum stressing 21st century competencies in language arts, mathematics, science and social studies, and world languages.
- A Fort Atkinson education offers students comprehensive elective offerings including, but not limited to, visual and performing arts, family and consumer education, business and information technology, computer science, physical education, agriculture education and technology education providing opportunity to provide the same development of skills as core subjects while broadening artistic and cultural horizons, developing beneficial life-long skills and wellness habits and providing opportunity to consider careers in all fields.
- A Fort Atkinson education fosters positive self-worth, self-discipline, responsibility, cooperation, respect, dedication and spirit through co-curricular activities and community involvement.
- A Fort Atkinson education addresses the physical, emotional and social needs of students, as well as different learning styles and paces.
- A Fort Atkinson education embraces the diversity of all members within and surrounding our learning community.
- A Fort Atkinson education explores innovative ways to enhance and transform learning and personal development through the use of technology.
- A Fort Atkinson graduate will be provided an education that prepares him/her for a clearly defined “next step” after high school, whether that is pursuit of a career, military service, and/or other experiences.

Beliefs for the School District of Fort Atkinson

Culture/Environment

- All students are entitled to a safe, welcoming and non-disruptive learning environment.
- Each person is unique, valuable, worthy of respect, has a right to his/her own beliefs and is responsible for his/her own actions.
- Attending to the emotional, social, and physical needs of students is essential to learning.
- Individuals learn through different methods and at different rates.
- Striving for constant improvement and quality programming requires change.
- Professional development of staff is integral to the work of educating students and supported by the District.

Community

- The family unit is the primary source of the beliefs and values of its children, though education is a shared responsibility among students, Educators, family, and the community.
- Schools are accountable to the community, as the community benefits from its investment in public schools. Likewise, community involvement in the educational process enriches educational outcomes.
- Collaboration with local businesses and organizations helps support our learning environment.

Academics

- Learning is a life-long process; all people can learn, and students must be engaged in the learning process if they are to become responsible, contributing citizens in society.
- High standards, challenging expectations, and self-motivation lead to greater achievement.
- Collaboration and creative problem solving maximize performance.
- Attainment of skills and knowledge builds self-confidence and fosters personal growth.
- Understanding of learning objectives and growth in the learning processes is emphasized over grade attainment.
- Educational methods and programs are educationally sound, research-based, differentiated, and data-driven fostering highest levels of student achievement.
- 21st Century teaching methodology, including the use of technology, is utilized when possible and appropriate.

Operations

- Annual fiscal budgets and forecasts are prepared in accordance with generally accepted accounting practices and state regulations. Effective fiscal management and organizational efficiencies are ensured with annual audits.
- The financial resources of the District must adapt to the ever-changing needs of our student population and the community, thus ensuring those resources are utilized in the most efficient manner possible.
- The District's fund balance, reserves and debt are structured to the maximum advantage of the District.
- Facilities, grounds, equipment, and assets are well maintained to maximize their useful life, improve safety, reduce energy costs, and be environmentally sound.
- Creative ways are explored to reduce spending and increase revenues with minimal negative impact on programs and services offered by the District.

Communications

- Two-way, clear and engaging communications are necessary with all of our stakeholders and multiple methods are used to reach them.
- Pro-active, reliable, timely and transparent communications are utilized to build trusting relationships.
- Regular contact with legislators, professional associations, and community leaders is necessary to advocate for educational matters.

5 YEAR GOALS, OUTCOMES & MEASURES OF SUCCESS - 2013 to 2018

Employee Benefits

Goal: Maintain a competitive and comprehensive benefits package for all staff that attracts and retains the best and brightest in their respective field.

Outcomes:

Transform the current Insurance Committee into a “Benefits Advisory Committee” and utilize this Committee to inform Personnel Committee and Board of Education decisions on employee benefits. Collaboratively establish a benefits mission agreed upon by the Board of Education, Administration, and a cross-section of District staff. Research and consider non-traditional benefits to distinguish the District from other employers during the recruitment process and to retain staff. Research and consider plan design options for the traditional benefits (health, dental, life, long term disability, etc.) that offer the employee competitive and comprehensive coverage while allowing the District to utilize its financial resources in the most efficient manner possible. Design the benefit package to remain compliant with state and federal regulations, taking advantage of possible cost saving measures available to the District while considering the impact to the employee. Explore the relationship between employee wellness and employee benefit programs. Develop a retirement benefit package that is beneficial to both the employee and the District.

Measures of Success:

- Successful implementation of Benefits Advisory Committee.
- Benefits mission established.
- Establish and regularly review data point benchmarks to continuously monitor and measure competitiveness and comparability.
- Employee satisfaction rate with providers at 95% or higher.
- Annual health insurance renewals shall be below annual medical trend increases.
- All employees have an established retirement benefit outlined in the *Employee Handbook* or Board Policy.

Employee Wellness

Goal: Create a culture and environment that supports all District staff and their dependents in focusing on their personal health and well-being.

Outcomes:

Transform the current Student Nutrition & Wellness Committee into a “District Wellness Committee” that focuses on student and employee nutrition and wellness. Utilize this Committee to establish wellness programs throughout the District. Create staff wellness programs that are beneficial to both the employee and the District. Further develop partnerships with community businesses and organizations to assist the District in developing and implementing District wellness programs. Research and consider best practices in wellness from other employers.

Measures of Success:

- Participation of 95% or higher of all covered individuals in health risk assessments and/or other established wellness programs.
- Employee participation of 50% or higher in health plan sponsored wellness reimbursement programs.
- Establish and regularly review data point benchmarks to continuously monitor and measure employee wellness and participation.

Human Resources Operations

Goal: Enhance the human resources operations of the District to provide a more comprehensive and efficient employment experience.

Outcomes:

Provide for a seamless induction of all new staff into the learning community. Further develop a new hire induction process that incorporates all necessary information from each District department and the respective school(s). Develop and formalize an annual process that gathers pertinent employee information for the District and gives the employee the information they need to fulfill their human resources needs. Finalize all job descriptions and collaboratively establish new evaluation models to align with state, federal and District requirements. Establish a cycle and process to review and update job descriptions.

Measures of Success:

- Complete a study of human resources duties, processes, and staffing to increase the efficiency and effectiveness of operations and implement the study's recommendations.
- Job descriptions and evaluation systems will be finalized and implemented with an established review cycle outlined.
- Formal written hiring procedures and processes will be established.
- Formal written new hire induction process will be established.
- Formal written annual process for employee renewal will be established.
- All documents (including hiring postings, job descriptions, evaluations, duties, etc.) for each position in the District shall be aligned to ensure continuity throughout all human resources processes.
- Consider the inclusion of substitutes and volunteers in all human resources processes.
- A library of human resources digital files and video resources shall be available to all staff.

District Nutrition Programming

Goal: Develop and maintain a nutrition program that provides meals that are healthy, nutritious, and appealing while meeting state and federal food service standards and continuing to be fiscally viable.

Outcomes:

Develop working relationships with local/regional providers to procure fresh food items for the school food service program. Become less dependent on pre-made, processed food by increasing the use of "from scratch" menu items. Provide training to food service staff for quantity food production to promote consistency. Explore alternative scheduling models to maximize the students' meal time. Develop a capital equipment plan for the food service department to meet changing nutritional needs, the changing serving needs of staff, and to be able to retire and replace equipment prior to the end of its useful life. Evaluate and further develop catering offerings to become an established and reliable revenue source for the program. The program will remain fiscally viable without requiring assistance from the general fund for operations.

Measures of Success:

- Implement "Harvest Item of the Month" into school lunch menus.
- Serve a minimum of three (3) new "from scratch" recipes per year.
- Standardize current recipes.
- An inventory of all food service equipment along with a retirement and replacement schedule will be established.
- Program shall remain self-sufficient.
- Establish a system to monitor and measure District Nutrition Program use and satisfaction, to minimize waste and to maximize catering revenue.

Buildings & Grounds

Goal: Develop and maintain a facilities and grounds management program that is recognized as a standard in the industry with a focus on a clean, safe environment while incorporating green energy solutions.

Outcomes:

Ensure that the District's infrastructure can accommodate the District's ever changing needs. Prioritize projects throughout the District. Improve systems management in the Buildings & Grounds Department for better records and analysis allowing for continual improvement in the program. Develop and implement an enrollment space plan to meet the current and future needs of the District including possible use of vacant property. Upgrade grounds equipment on a regular basis to improve the functions of the grounds management program. Study available storage space for vehicles, equipment and other District property to maximize the District's capital investment. Pursue additional green energy measures and recognitions for all buildings.

Measures of Success:

- Projects will be prioritized and completed based on need.
- A space utilization plan shall be formalized and implemented to meet the District's projected enrollment and operational needs as well as the needs of the community.
- Feasibility study will be completed on all possible green energy measures.
- All schools will be recognized for green energy efforts.

Operational Technology

Goal: Ensure that all technology supports the academic and operational functions of the District.

Outcomes:

Continue to make improvements to our technology planning, prioritizing, purchasing and accessibility. Assure all hardware devices are inventoried, supported and configured to best support end-user needs. Annually update obsolescence plan in light of changing needs and emerging technologies. Establish systems to introduce and support new end-user devices. Further develop infrastructures for file access, file sharing and use of productivity software. Complete a security study and implement recommendations. Formulate a plan which oversees all non-curricular software to account for changes and/or upgrades. Continue to improve Internet and WiFi access. Expand the utilization of multimedia technologies. Establish systems to measure technology support effectiveness and overall employee satisfaction. Evaluate the use of technology and implement solutions where feasible to move towards a paperless system.

Measures of Success:

- Satisfaction survey will be given annually and results shared with all stakeholders.
- Monitoring system using help desk software data will be established to measure technology support effectiveness, the functionality of systems and drive continuous improvements.
- Security study with recommendations will be completed and implemented.
- District obsolescence plan will be updated annually.
- Appropriate secure remote access will be provided to District technology resources.
- Service agreements shall be continually reviewed and monitored for effectiveness and to ensure vendors understand the District's expectations.

Risk Management / Loss Prevention

Goal: Develop and implement a comprehensive risk management program that mitigates the District's exposures to loss and creates an awareness of safe practices and a culture of safety.

Outcomes:

The District will work with its insurance carriers, consultants, and vendors to continually decrease the risk of loss and to provide the necessary coverage and services for the District at the lowest possible cost. The District Safety Committee will continue to work on communicating effective practices and developing safe work and learning

environments. A disaster recovery plan shall be developed and regularly updated along with regular updates of the District's emergency response plan.

Measures of Success:

- The Safety Committee will utilize loss data, surveys, and other data collection methods to analyze the effectiveness of the safety program and make enhancements where needed.
- Formal written disaster recovery plan will be developed and implemented.
- The disaster recovery plan and the emergency response plan will be updated on a regular basis.
- Maintain a District worker's compensation modification rate of .90 or less (1.00 is average).
- Zero lost time worker's compensation claims.
- The District's five (5) year worker's compensation loss ratio shall consistently be less than 40%.

Business & Financial Operations

Goal: Enhance the financial operations of the District to make them more efficient as well as transparent and understandable to all stakeholders.

Outcomes:

Effectively communicate with stakeholders regarding the rationale for processes and procedures used in the business and financial operations of the District to allow for greater understanding of necessary requirements. Streamline the processes and procedures to maximize efficiency by leveraging all available technological resources. Publish a "Business Operations and Procedures Manual" that outlines all business processes in an understandable manner.

Measures of Success:

- A *Business Operations and Procedures Manual* shall be completed, maintained and available to all stakeholders. Such a manual may include such things as detailed purchasing procedures, budget procedures and timelines, human resources process details, etc.
- A library of tutorials on business and financial processes shall be available to all staff.
- Automate as many financial processes as possible.

Finance & Budgeting

Goal: Develop and maintain a financial plan to support the implementation of the academic strategic plan that is transparent and fiscally prudent.

Outcomes:

Continue to project the financial needs of the District given imposed external limitations on unknown variables. Incorporate into the long range fiscal projections a debt retirement strategy that maximizes the District's ability to support its programs and services while considering the impact to local taxpayers. Develop a long term fiscal strategy to maintain high level programs and services within state and federally imposed fiscal constraints. Conduct an open enrollment study to guide future planning. Maximize alternative revenue sources. Continue to explore partnerships with other agencies and organizations in an effort to effectively reduce costs.

Measures of Success:

- Five (5) year projections shall be presented annually to the Board of Education to initiate budget planning for the next fiscal year.
- The District will maximize the opportunity provided by the retirement of the referendum debt used to fund the High School.
- A plan to leverage the retirement of the referendum debt used to fund geothermal installations shall be drafted by July 1, 2018.
- An open enrollment study with recommendations shall be completed.
- Alternative revenue sources and partnerships (sponsorship, open enrollment, etc.) shall increase over the five year period.

Strategic Plan Academic Agenda

5 YEAR GOALS & OUTCOMES - 2013 to 2018

Literacy

Goal: Maintain focus on continuous improvement in the area of 4K-12 literacy resulting in increased student learning.

Outcome:

Our 4K-12 literacy program, including reading, writing, language, speaking, listening and media instruction, will be further enhanced through continued implementation of the Comprehensive Literacy Model at the elementary level, a balanced literacy approach at the secondary level and an integrated approach in our content areas. Our curriculum will be grounded in the Common Core State Standards for English Language Arts, inclusive of local input in program design, and delivered through clearly defined, research-based instructional strategies. Media literacy, as defined by the Common Core State Standards, will be incorporated into our English Language Arts curriculum as well as other content areas. Our assessment system will be honed and purposely designed to further drive instruction, monitor growth and reflect achievement. Interventions will be delivered with fidelity, within a Response to Intervention framework, and compliment and support core instruction. Our layered approach to staff development will be further enriched through increased opportunity for instructional and intervention-based professional collaboration. Integration of technology will further increase student engagement, differentiated instruction and instructional communication resulting in increased student learning.

Measure of Success:

- A K-12 Common Core English Language Arts curriculum, including media literacy, will be implemented.
- A comprehensive assessment system, reflective of the Common Core State Standards for English Language Arts and inclusive of achievement and growth measures, will be established.
- Specific reading achievement and growth goals will be set and monitored annually to inform instruction and increase reading achievement.
- Interventions will be selected, intervention pathways created, progress monitoring systems designed and delivery models implemented.
- Literacy coaching model further developed at the elementary level and expanded to the secondary level.
- Consistent instructional and intervention collaboration in the area of reading, within and across buildings, will be integrated into the teacher work day.

Mathematics

Goal: Implement a new 4K-12 math model resulting in increased student learning.

Outcome:

A new 4K-12 math model, aligned to the Common Core State Standards for Mathematics both in content and philosophy, will be established. Our instruction will be delivered through research-based instructional programming and reflective of local input in design. A comprehensive assessment system will be established to drive instruction, monitor growth and reflect achievement. Interventions, designed in a Response to Intervention framework, will be selected, established and delivered with fidelity. A tiered approach to staff development will be established including an instructional math coaching program. Systemic professional collaboration opportunities, both instructional and intervention-based, will be increased. Integrated technology will be curriculum-embedded and utilized purposely to increase student learning.

Measure of Success:

- A K-12 Common Core Mathematics curriculum will be implemented.
- A comprehensive assessment system, reflective of the Common Core State Standards in Mathematics and inclusive of achievement and growth measures, will be established.

- Specific mathematics achievement and growth goals will be set and monitored annually to inform instruction and increase mathematics achievement.
- Interventions will be selected, intervention pathways created, progress monitoring systems designed and delivery models implemented.
- A mathematics coaching model will be established.
- Consistent instructional and intervention collaboration within the area of mathematics, within and across buildings, will be integrated into the teacher work day.

Student Behavior

Goal: Implement a core behavior and social expectations system resulting in increased student learning.

Outcome:

A 4K-12 core behavior and social expectations system will be established and shared with internal and external stakeholders. Through a focus on respect, responsibility and safety, students will be ready to learn resulting in increased student success. School staff will use common language with common expectations to teach and reinforce social and behavioral expectations within all environments. Schools will collect data across environments and make data-driven decisions to further reinforce the program. Behavior interventions will be determined, established and monitored. Students will have improved social and academic behavior resulting in increased learning.

Measure of Success:

- All elementary schools will have a fully and consistently implemented core behavior and social expectations system (using the Positive Behavior Intervention System (PBIS) model).
- Interventions will be selected, intervention pathways created, progress monitoring systems designed and delivery models implemented.
- All schools will regularly analyze behavior data (by demographic, time of day, location, etc.) and drive future initiatives based on need areas.
- Intervention collaboration within the area of behavior, within and across buildings, will be integrated into the teacher work day.
- A continued reduction of office referrals for major problem behaviors will be evident.
- Core behavior and social expectations will be shared with families and community organizations.

Student Performance Measures / Data Utilization

Goal: Implement systemic measures of student growth and achievement. Establish efficient processes that facilitate maximum utilization of data to inform instructional decisions and programming.

Outcome:

Stakeholders will have an increased knowledge and understanding of our student growth and achievement data. Systems for continuous data collection and utilization from both internal (locally selected) and external (required) data sources will be established. Data presented for analysis will be focused on growth and achievement. Use of data to drive decision making will be established on beliefs and practices grounded in a professional learning community model.

Measure of Success:

- A K-12 assessment system will be established to measure student performance. They system will include standardized and local data reflective of growth and achievement data and be inclusive of and sensitive to accurately measuring learning for all populations.
- Data Point Reports will be designed and utilized at the building level, department level and teacher level and incorporate both current and longitudinal growth and achievement data.
- District will fully utilize available technology tools to facilitate data analysis.

Effective Instructional Practice

Goal: Increase our utilization of research-based and other effective instructional, assessment and reporting practices to increase student learning.

Outcome:

Research-based and other effective instructional practices, within a 21st Century teaching and learning framework, will be evident in classrooms. Standards-based assessments will be varied, purposeful and strategically designed. Reporting will be accurate and reflective of student growth and achievement.

Measure of Success:

- Effective instructional practice for the School District of Fort Atkinson will be defined.
- Utilization of effective instructional practices in the areas of instruction, assessment and reporting will be incorporated in to the new teacher evaluation system.
- All staff members will have engaged in professional development focused on 21st Century teaching and learning including utilization of technology to increase learning.
- Utilization of technology to enhance teaching, learning and communication will be incorporated in to the new teacher evaluation system.
- A revised secondary reporting system will be established.

Career and College Readiness

Goal: Enhance our career and college readiness program to assist all students in understanding post-secondary options, making informed career choices, selecting coursework and constructing post-high school “next step” plans.

Outcome:

Fort Atkinson graduates will be prepared for admissions to colleges, universities, technical schools, military and/or the workforce. New programming in relation to K-5 career education will be implemented. Career-related experiences for all students will be increased and integrated within all content areas. Curriculum-based career awareness, exploration, planning and preparation will lead to an individualized career plan for every student which is compatible and reflective of the student's interests, aptitudes and abilities. Coursework and facilities, especially in relation to career and technical fields of business, agriculture, family/consumer education and technology and vocational education, will be reflective of contemporary industry standards and post-high school employment and/or education expectations. Community partnerships will be further strengthened and diversified to support additional content areas. Certified skill, work-based learning experiences (apprenticeships and internships), dual credit, advanced placement and industry certification program opportunities will have expanded.

Measure of Success:

- Our career planning curriculum and programming will be strengthened through the establishment of an elementary component.
- Career related experiences will be increased in all content areas and integrated within the instructional day resulting in increased community partnerships.
- Total number of students participating in work-based experiences (including but not limited to youth apprenticeships, internships, State certified cooperative programs, etc.) will increase annually.
- Individual student career plans will be developed and utilized at the middle and high school levels outlining “next steps” in course selection as well as plans beyond graduation.
- A facilities study will be completed in light of career and college readiness with recommendations on upgrades needed to deliver contemporary curriculum and/or prepare students for next steps or industry standards.
- A graduation requirement study, including recommendations to the Board of Education, will be completed to assure our requirements align to and maximize post-secondary options for students.
- Data regarding our graduates’ post-secondary enrollment as well as subsequent educational successes will be gathered and reviewed annually.

Arts Enhancement

Goal: As part of a comprehensive and balanced educational experience, the District will continue to support and enhance the visual, performing and practical arts programming.

Outcome:

The arts will be further established within and outside of our learning community as an essential part of our comprehensive educational programming. Opportunities for students to perform, create, experience and respond to the arts will be further developed. This will occur within a 21st Century framework with an emphasis on creativity, ingenuity and innovation. Greater incorporation of digital media will be evident. Cross-curriculum connections will be established to increase overall student learning.

Measure of Success:

- K-12 performing, visual and practical arts curriculums will be incorporative of 21st Century skills and integrative of technology with a greater focus on fostering creativity, ingenuity and innovation.
- Opportunities for all students to interact and/or experience the arts will be increased.

Student Wellness

Goal: Strengthen our commitment to student health and wellness thus enhancing their ability to learn.

Outcome:

The District will fully incorporate current federal and state nutrition, wellness and health standards. Our K-12 physical education and health instruction, as well as other applicable content areas, will incorporate contemporary practices with a greater integration of health and wellness concepts. Community partnerships will be established and/or further strengthened resulting in enhanced school and community programming.

Student wellness efforts, including those of curricular areas, the School Nutrition Program and the Nutrition and Wellness Committee, will be aligned and coordinated to maximize overall impact on student learning.

Measure of Success:

- Federal and State nutrition, wellness and health standards will be incorporated into the K-12 curriculum.
- K-12 physical and health education courses will increase instruction in the areas of nutrition, health and wellness.
- Increased community programming specific to nutrition and wellness will be evident.
- Data measures of student wellness will be selected and annual growth goals established.

Equity

Goal: Strengthen our commitment to ensuring an equitable and respectful educational experience embracing the participation of every student, family and staff member. In accordance with our District's mission statement, further establish high academic standards and outcomes as a goal for all students.

Outcome:

Every child, regardless of characteristics or needs, will be challenged to reach high standards and given the supports to achieve them. Staff and students will be equipped with strategies to support the development of a learning community where all populations feel valued and needs are met. Achievement and participation data will be analyzed, gaps identified and plans developed and implemented to reduce achievement and/or participation gaps if present. As a result, there will be comparable performance and participation for all identifiable groups of learners. The School District will further emerge as the leading institution in modeling and educating equality in our community.

Measure of Success:

- Systems to monitor specific demographic data (achievement, growth, participation, etc.) will be developed and analyzed annually. Demographics monitored include, but are not limited to, race, socio-economic status, gender, disability and language proficiency.
- Specific demographic achievement and growth goals will be set and monitored annually to inform instruction and decrease achievement gaps as present.
- The percentage of students from diverse backgrounds participating in extracurricular activities will be increased.

- The percentage of students from diverse backgrounds attending post-secondary education will be increased.
- Students from diverse backgrounds identified for special education will be comparable or less than State average and parallel our local enrollment demographic percentages.

Structures and Delivery Models

Goal: Research alternative structures and instructional delivery models that could increase student learning.

Outcome:

A variety of alternative structure and delivery models will have been thoroughly researched including but not limited to the school calendar, school design, classroom design, student programming, staff and student scheduling and integration of online learning opportunities. Research will be focused on how the structure or model could enhance student learning and overall achievement as well as meet the needs and beliefs of the Fort Atkinson community. Study and recommendations will have been made with the objective of facilitating greater success for other strategic plan goals. Stakeholder input will have been utilized during the research process.

Measure of Success:

- Recommendations will have been developed and considered by the Board of Education for future strategic planning.
- Enhanced teaching and learning as a result of increased utilization of technology by teachers and students will be evident.

Strategic Plan Communication Agenda

5 YEAR GOALS & OUTCOMES - 2013 to 2018

Public Relations / Organizational Promotion

Goal: Share the successes and achievements of our educational community.

Outcome: Fort Atkinson will be recognized and acknowledged as an exemplary school district and leader in providing educational excellence.

Measure of Success:

- Families and citizens will regard the school district as a great asset and quality of life component of the community.
- Staff members will feel empowered to share evidence of the realization of our mission.
- Parents will be welcomed in to our educational community and organizations and be encouraged to share their experiences.
- The District will have a strong presence in local and regional press.
- Fort Atkinson will be a contributor in sharing successes and innovations with State, regional and local organizations.

Two-way Communication

Goal: Provide frequent opportunities for convenient, timely and effective two-way communication inclusive of traditional as well as innovative methods.

Outcome: Staff, students, families and other audiences will be aware that communication from and to the school district is valued. Communication will be informative, purposeful and transparent. Effort will be evident to make our communications inclusive for our diverse populations.

Measure of Success:

- A measurement system of communication efforts and effectiveness will be established including data points as available (website analytics, etc.) and included, as applicable, in the annual district data point report.
- Baseline data will be established and considered for future planning and measurement of success.
- Increased engagement will be evident.
- Communication in multiple formats including but not limited to language and method will be increased.
- Websites at the building and District level will be inviting for all to receive messaging and seek out accurate information.
- The District will conduct an annual post-graduate survey.

Community and Business Partnerships

Goal: Further establish active relationships with the City and District townships, the Chamber of Commerce, businesses, local organizations and institutions, varied demographic groups and the citizenry.

Outcome: The District's educational programming and operations will be enhanced by our community and business partnerships. Outreach efforts and opportunities will be communicated to build partnerships / relationships to meet community and organization needs.

Measure of Success:

- Partnerships will be evident in the annual goals within the strategic plan.
- Existing community partnerships will be enhanced.
- New partnerships will be established.

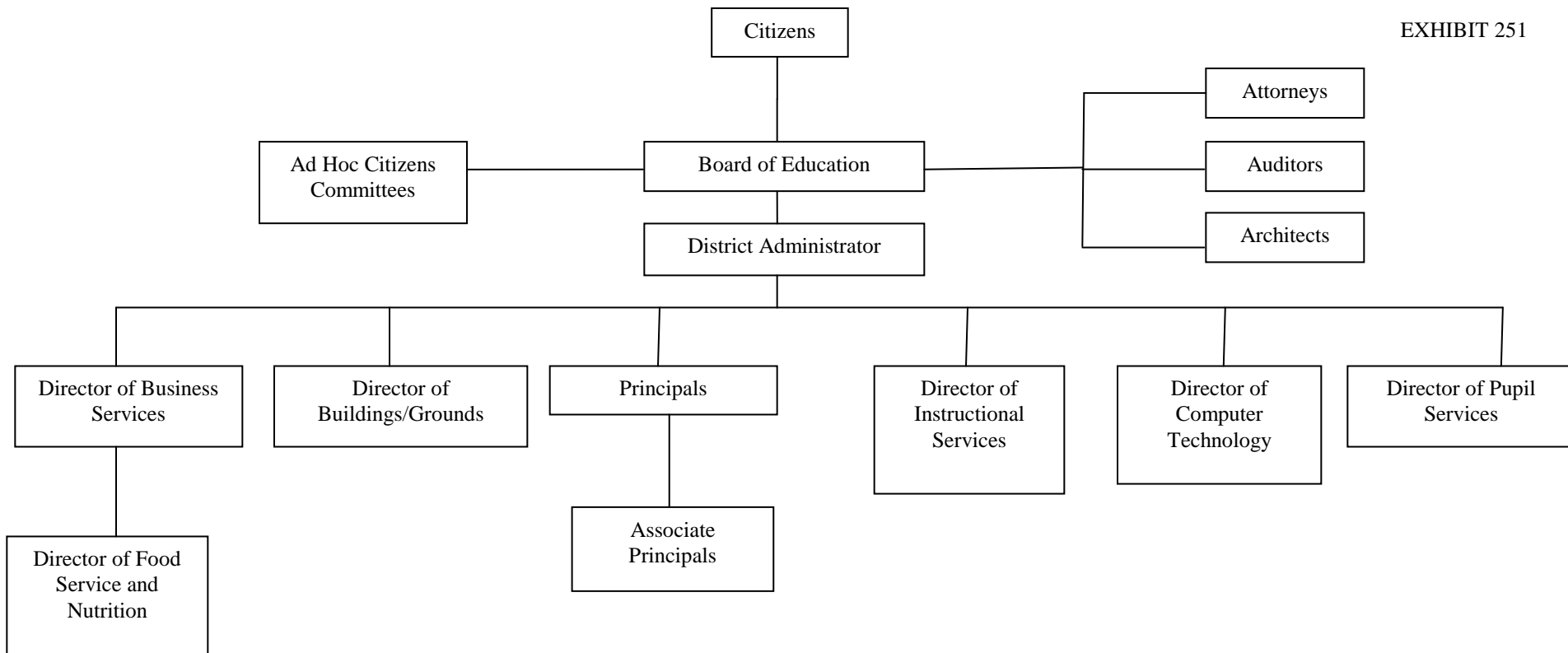
Political Advocacy

Goal: Expand the District's presence in political conversations regarding educational issues that impact the Fort Atkinson learning community.

Outcome: The District will establish relationships with local legislators, professional associations, and community leaders to facilitate conversations.

Measure of Success:

- The above groups will show a higher awareness of the District's challenges reflective in their subsequent action in relation to the related political issue discussed.
- A Board of Education member will be assigned as the WASB (Wisconsin Association of School Board's) Political Advocate for the local Board of Education.



School District of Fort Atkinson
Fort Atkinson, Wisconsin

Revised: May 21, 2009



Building & Department Contact Information

Barrie Elementary School – 920.563.7817

1000 Harriette Street
Fort Atkinson, WI 53538
Fax: 920.563.7821

Luther Elementary School – 920.563.7828

205 Park Street
Fort Atkinson, WI 53538
Fax: 920.568.7051

Purdy Elementary School – 920.563.7822

719 S. Main Street
Fort Atkinson, WI 53538
Fax: 920.563.7837

Rockwell Elementary School – 920.563.7818

820 Monroe Street
Fort Atkinson, WI 53538
Fax: 920.563.3202

Fort Atkinson Middle School – 920.563.7833

310 S. Fourth Street
Fort Atkins, WI 53538
Fax: 920.563.7838

Fort Atkinson High School – 920.563.7811

925 Lexington Boulevard
Fort Atkinson, WI 53538
Fax: 920.563.7810

District Office

201 Park Street
Fort Atkinson, WI 53538
Fax: 920.563.7809

- **Office of the District Administrator – 920.563.7807**
- **Office of the Director of Business Services – 920.563.7800**
- **Office of the Director of Curriculum & Instruction – 920.563.7802**
- **Office of the Director of Special Education & Pupil Services – 920.563.7804**
- **Office of the Director of Buildings & Grounds – 920.563.7808**
- **Office of the Director of Technology – 920.563.7813**
- **Office of the District Nurse – 920.563.7805**

School District of Fort Atkinson 2014-2015

August '14						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September '14						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October '14						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November '14						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December '14						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January '15						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February '15						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March '15						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April '15						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May '15						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June '15						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July '15						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

First Day of School: September 2

Non-Student Contact Days (Teacher Contract Days)

- Convocation Day: August 25
- Building/In-Service Days: August 26, 27
- Teacher Workday (former SWEO): August 28 - "Swap Out"
- Semester Records Day: January 23

New Teachers Report

August 20 & 21

Noon Dismissal - Teacher Records Days

- October 31, March 27 (end of quarters)
- June 5 (last day of school)

Noon Dismissal - Staff Development

- October 3
- December 12
- January 22 (end of quarter 2)
- February 20
- May 1

Holiday/Vacation (No Classes)

- Labor Day: September 1
- Comp Day for Fall Conferences: November 26
- Thanksgiving: November 27 & 28
- Winter Break: December 23 - January 2
- Spring Break: March 30 - April 3 (Easter April 5)
- Comp Day for Spring Conferences: April 3 (Good Friday)
- Memorial Day: May 25
- Independence Day: July 2 & 3

Parent / Teacher Conferences:

- Elementary: November 13 & 18, February 5 & 10
- Middle School: November 11 & 13, February 24 & 26
- High School: November 6 & 10, April 9

High School Graduation: June 7

Summer School

- Elementary & MS Start Date: June 15
- Last Day Elementary & Middle School: July 22
- Last Day High School (For Credit): July 31

SCHOOL DISTRICT OF



F O R T • A T K I N S O N

PART I –

PROVISIONS APPLICABLE TO ALL STAFF

SECTION 1. PREAMBLE ~~AND DEFINITIONS~~

1.01 About this *Handbook*

- A. Employees Covered: This *Handbook* is provided as a reference document for the employees of the School District of Fort Atkinson (hereinafter referred to as “District,” “Board,” and/or “Employer”).
- B. Disclaimer: The contents of this *Handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice.

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

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* should not be considered all inclusive. Board Policies and Administrative Regulations are available on the district website. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Board of Education.

SECTION 2. EMPLOYMENT LAW

2.01 Employment of Minors

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

2.02 Equal Opportunity

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

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the District. A reasonable accommodation

is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with District policy.

The District's Equal Opportunity Employment Policy (Policy 511) can be found on the District website at: <http://www.fortschools.org/schoolboard.cfm?subpage=518220>

2.03 Equal Opportunity Complaints

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

- Policy 112 – Discrimination Policy:
<http://www.fortschools.org/schoolboard.cfm?subpage=508515>
- AR 112 – Discrimination Complaint Procedure:
<http://www.fortschools.org/schoolboard.cfm?subpage=512560>
- AR 112 – Exhibit A – Discrimination Complaint Form:
<http://www.fortschools.org/schoolboard.cfm?subpage=512626>

2.04 Fair Labor Standards Act

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

2.05 Family and Medical Leave Act

- A. Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Handbook* as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed:
<http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). The notice is posted in Appendix A.
- B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).
- C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice

requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <http://www.dol.gov/whd/fmla/finalrule/WH381.pdf>.

- E. Designation Notice. The District shall "inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).

2.06 Immigration Law Compliance

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

2.07 Discrimination and Harassment

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

- A. Unwelcome sexual advances, comments or innuendos;
- B. Physical or verbal abuse;
- C. Jokes, insults or slurs directed toward the protected groups set forth above (*Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks*);
- D. Taunting based on personal characteristics described above intended to provoke an employee; and/or
- E. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

All employees are responsible for ensuring that discrimination and harassment do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of discrimination or harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures available at:

- Policy 112 – Discrimination Policy:
<http://www.fortschools.org/schoolboard.cfm?subpage=508515>
- AR 112 – Discrimination Complaint Procedure:
<http://www.fortschools.org/schoolboard.cfm?subpage=512560>
- AR 112 – Exhibit A – Discrimination Complaint Form:
<http://www.fortschools.org/schoolboard.cfm?subpage=512626>
- Policy 512 – Employee Harassment Policy:
<http://www.fortschools.org/schoolboard.cfm?subpage=518221>
- AR 512 – Employee Harassment Complaint Procedure:
<http://www.fortschools.org/schoolboard.cfm?subpage=518227>
- AR 512 – Exhibit A – Employee Harassment Complaint Form:
<http://www.fortschools.org/schoolboard.cfm?subpage=518223>

All reports regarding employee discrimination or harassment shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee discrimination or harassment. Actions that result in discrimination on a basis not related to an employee's job performance or those that are determined to be harassment shall be subject to disciplinary action, up to and including dismissal.

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

SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 District Expectations

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

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

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

3.02 Accident/Incident Reports

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

3.03 Attendance

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

Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for in *Skyward™* or *AESOP™* using the appropriate reasons (Please see applicable leave sections of this *Handbook*). The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

3.04 Bulletin Boards

The Employer shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. If a collective bargaining unit exists, the Association will be allowed to post items on the bulletin board subject to the restrictions set forth herein. ~~and as amended by the applicable collective bargaining agreement.~~ All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law. The District Administrator and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

3.05 Child Abuse Reporting

- A. Except as provided under Wisconsin Statute § 48.981, [sub. \(2m\)](#), any of the following persons who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B: school nurse, social worker, professional counselor, school Educator, school administrator, school counselor, child care worker in a child care center, or residential care center for children and youth a child care provider, an alcohol or other drug abuse counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a dietitian, a speech-language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.

- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.

See Board Policy 454 – Reporting of Suspected Child Abuse or Neglect:

- Policy – <http://www.fortschools.org/schoolboard.cfm?subpage=518019>
- Reporting Procedures – <http://www.fortschools.org/schoolboard.cfm?subpage=518022>
- Report Form – <http://www.fortschools.org/schoolboard.cfm?subpage=518025>

3.06 Communications

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

A. Electronic Communications:

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

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

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without permission.
2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or

must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.

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

- C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

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

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

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

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

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

1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom ~~teacher-educators~~, matters relating to class work, homework, and tests).

2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom ~~teacher~~ ~~educators~~, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
 3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
 4. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
 5. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
 - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 - b. confidentiality of student records.
 - c. confidentiality of other District records, including ~~teacher-educator~~ evaluations, credit card numbers, and private email addresses.
 - d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
 - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
- E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records. See Board Policy 823 – Access to Public Records: <http://www.fortschools.org/schoolboard.cfm?subpage=518436>
- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded.
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records.

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

See Policy 363.2 – Access to and Use of Electronic Communication and the Internet:
<http://www.fortschools.org/schoolboard.cfm?subpage=512782>

3.07 Confidentiality

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board Policy 347 – Student Records: <http://www.fortschools.org/schoolboard.cfm?subpage=512752>. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

3.08 Conflict of Interest

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

3.09 Contracts and Conflict of Interest

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

3.10 Copyright

It is the policy of the School District of Fort Atkinson that all employees and students are responsible for complying with copyright laws and District Policies and Regulations relating to the use of copyrighted materials. See Policy 771.1 – Copyright: <http://www.fortschools.org/schoolboard.cfm?subpage=518418>

3.11 Criminal Background Checks

All applying for a position are required to file in writing, in advance of employment on forms provided by the District, a statement identifying whether the applicant:

- A. Has been convicted of a misdemeanor or felony in this state or any other state or country; and
- B. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District's performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination. Knowingly falsifying information shall be sufficient grounds for termination of employment.

Additionally, all persons applying for any position shall be required to:

- 1. Agree to the release of all investigative records to the District for examination for the purpose of verifying the accuracy of criminal violation information; and
- 2. Submit to criminal history records checks.

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

3.12 Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record

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

- A. crimes involving school property or funds;
- B. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an **teacher-educator**;

- C. crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- E. a misdemeanor which violates the public trust.

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

- A. the nature of the offense;
- B. the date of the offense;
- C. the relationship between the offense and the position to which the employee is assigned.

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

3.13 District Property

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

3.14 Drug-, Alcohol-, and Tobacco-Free Workplace

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

- A. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in

investigations concerning any violation of this provision. See Policy 523.2 – Drug-Free Workplace: <http://www.fortschools.org/schoolboard.cfm?subpage=518238>. 41 U.S.C. § 702(a) (1) (A)

- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
- C. Drug-Free Awareness Program: The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and (if applicable) employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. 41 U.S.C. § 702(a) (1)
- D. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- E. Additional Testing and Requirements: Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules.
- F. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. Compliance with the District's policies and rules is mandatory and is a condition of employment. 41 U.S.C. § 702(a0) (1) (A)
- G. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].

- H. Employee Assistance Program: The employee assistance program (EAP) is a voluntary work-site program to assist employees affected by behavioral, medical or productivity concerns or problems. EAP helps in the prevention, identification and resolution of these problems and concerns. To reach the EAP coordinator in the District, please contact the Director of Pupil Services. See Policy 523.3 – Employee Assistance Program (EAP): <http://www.fortschools.org/schoolboard.cfm?subpage=518240>

3.15 False Reports

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

3.16 Financial Controls and Oversight

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

3.17 Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety. See Policy 665 – Fraud Prevention and Reporting: <http://www.fortschools.org/schoolboard.cfm?subpage=518348>

3.18 Gambling

Gambling on District-owned or leased premises is prohibited at all times, unless in accordance with state charitable gaming laws. Gambling during the workday on or off District property is prohibited.

3.19 Gifts and Sale of Goods and Services

- A. Gifts: An employee or a member of the employee’s immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of school board officials or by an umbrella or affiliate organization of such statewide association of school board officials. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. **Teacher-Educators** should accept only gifts of token value from students. See Policy 524 – Staff Gifts: <http://www.fortschools.org/schoolboard.cfm?subpage=518244>

It is the District’s policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the District Administrator for

proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats.. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to Policy 524 – Staff Gifts: <http://www.fortschools.org/schoolboard.cfm?subpage=518244> for information on conflicts of interest and for gifts and solicitations and § 19.59, Wis. Stats.

- B. Sale of Goods and Services: No District employee may receive for his or her personal benefit anything of value from any person other than his or her employing District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of his or her employing District or at an activity of his or her employing District. § 118.12, Wis. Stats. See Policy 525 – Staff Solicitations: <http://www.fortschools.org/schoolboard.cfm?subpage=518245>

3.20 Honesty

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

3.21 Investigations

- A. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph "B". Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.
- B. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- C. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

3.22 Licensure/Certification

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

3.23 Nepotism

- A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or

applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.

- B. Definition: For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.
- C. Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the District Administrator be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District.

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

- A. Allowances or Mileage Reimbursement: The District will reimburse mileage at the current rate as determined by the IRS, unless other allowances have been made with the employee.
- B. Traffic Violations: Payment for any citations received while driving a District vehicle is the responsibility of the driver.
- C. Commercial Driver's License (CDL): In addition to the notice requirements in paragraph A, above and pursuant to CDL Requirements, a CDL driver must notify his/her employer, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.
- D. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. See Wis. STAT. § 121.52(2).
- E. Personal Transportation Utilized for School Use

1. Car Insurance

Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$250,000 combined single limit (CSL) liability, \$100,000/\$250,000 bodily injury and \$100,000 property damage. A minimum of private car transportation will be utilized. Employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions

and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle. See Wis. Stats. § 121.555.

2. Personal Vehicle Reimbursement

Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District, in its discretion, provided the District's maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of five hundred dollars (\$500.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.

3.25 Outside Employment

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

3.26 Personal Appearance/Staff Dress Code

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

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

3.27 Personal and/or District Property

- A. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District carries no accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.
- B. Search of Personal Effects: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

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

3.28 Personnel Files

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file, while in the presence of the administrator or his designee. The employee shall be entitled to have a representative accompany him/her during such review. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those files. The removal of this file from the safekeeping place will be done by the official personnel file custodian. The employee's personnel file or any part thereto may not be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in § 103.13(6), Wisconsin Statutes, at the District's expense. The District shall not establish any separate personnel file which is not available for the employee's inspection.

If the request to review personnel records is pursuant to an active grievance filed by that employee, the District will provide copies of the records to the employee, at the employee's expense.

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

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the District Administrator or his/her designee and attached to the file copy.

The District agrees to protect the confidentiality of personal references, academic credentials, and other similar documents received prior to the employee's initial employment.

3.29 Personnel – Student Relations

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, whether consensual or otherwise, at or away from the work place. Employees shall not use profane or obscene language or gestures in the workplace. See Policy 528 – Interaction Between Students and District Employees/Volunteers: <http://www.fortschools.org/schoolboard.cfm?subpage=518248>

3.30 Physical Examination

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

See Policy 523.1 – Staff Physical Examinations:

<http://www.fortschools.org/schoolboard.cfm?subpage=518234>

3.31 Political Activity

The School Board recognizes that staff members have civic responsibilities and/or rights including the right to vote, to be an active member of the political party of their choice, to campaign for candidates for election to public office and to seek, campaign for and serve in public office. However, the Board also recognizes that students and staff should not be subjected to active political campaigning by staff members. Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

- A. No school employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- B. No school employee shall use in any way the classrooms, buildings, property or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- C. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- D. Where discussions with students about candidates for any political office and issues occur as part of the instructional program, ~~teacher-educators~~ must present a balanced review of major political platforms or issues so as to afford students the opportunity to do their own thinking and decision making.
- E. No staff member may solicit or receive from any officer or employee of a political subdivision of this state any contribution or service for any political purpose during established hours of employment or while the officer or employee is engaged in his or her official duties.
- F. The above does not apply to school employees in connection with any election, referendum or legislation where authorized by the school board or district administrator and where consistent with legal limitations.

See Policy 522.5 – Staff Participation in Political Activities:
<http://www.fortschools.org/schoolboard.cfm?subpage=518230>

3.32 Position Descriptions

Position descriptions are available for inspection for each District employee. At a minimum, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of the job description. See Policy 531 – Development of Job Descriptions for Certified Staff:
<http://www.fortschools.org/schoolboard.cfm?subpage=518256>

3.33 Severance from Employment

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

- A. Termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];
- B. voluntary resignation;
- C. retirement;
- D. failure to perform job duties as assigned;
- E. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
- F. failure to return to work following recall from layoff within fourteen (14) calendar days of receipt of notice to do so [only applicable to employees where layoff rights are expressly provided for in other sections of this *Handbook*];
- G. the employee having been on layoff for twelve (12) consecutive months [only applicable to employees where layoff rights are expressly provided for in other sections of this *Handbook*];
- H. failure to return to work the day following the expiration of an authorized leave of absence; and
- I. Job abandonment.

3.34 Solicitations

Individuals, groups and organizations often wish to solicit employees to support a particular activity or organization. This solicitation may be charitable, political or for other purposes. All solicitations of employees must be approved in advance by the administration and be consistent with Board Policy. See Policy 525 – Staff Solicitations: <http://www.fortschools.org/schoolboard.cfm?subpage=518245>

3.35 Wellness

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

3.36 Employee (Whistleblower) Protection

- A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.
- B. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.
- C. Anti-Retaliation: An employee is protected from retaliation if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection against retaliation does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

See Policy 665 – Fraud Prevention and Reporting:

<http://www.fortschools.org/schoolboard.cfm?subpage=518348>

3.37 Work Made for Hire

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

3.38 Workplace Safety

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.

- A. Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:
 - 1. Location of fire alarms;
 - 2. Location of fire extinguishers;
 - 3. Evacuation routes; and
 - 4. Whom to notify in case of fire

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

B. Protection of Staff: An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.

1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.

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

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under the Part I, section 5 of this *Handbook* and District policy to address the workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See Wis. STAT. § 101.055; Public Employee Safety and Health, available at: <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

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

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

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

5. The issue and proposed remedy must be under the reasonable control of the District.

3.39 Violence/Bullying in the Workplace

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. Definitions as Used Under this Section:
1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
 2. Threat: A communicated intent to inflict physical or other harm on any person or property.
 3. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
 4. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.
- C. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
1. Assault or battery.
 2. Blatant or intentional disregard for the safety or well-being of others.
 3. Commission of a violent felony or misdemeanor.
 4. Dangerous or threatening horseplay or roughhousing.
 5. Direct threats or physical intimidation.
 6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
 7. Physical restraint, confinement.
 8. Possession of weapons of any kind on District property.
 9. Stalking.
 10. Any other act that a reasonable person would perceive as constituting a threat of violence.
- D. Reporting Procedure: An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
 2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.

An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

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

In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

SECTION 4. MANAGEMENT RIGHTS

4.01 Delineation of Rights

Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only 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:

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

4.02 Sole Basis

This section does not describe any rights of the employee(s). Accordingly, the employee(s) may not base any charge of a *Handbook* violation under the District's grievance process or any other forum solely on this section.

SECTION 5. GRIEVANCE PROCEDURE

5.01 Purpose

The purpose of this Section is to provide for the exclusive internal method for resolving grievances concerning discipline, termination and workplace safety. The grievance procedure is not intended to address all disputes that may arise. Other disputes may be addressed according to the applicable handbook provision or District policy. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

5.02 Definitions

- A. Grievance: A "grievance" is defined as any complaint that arises concerning discipline, termination or workplace safety.
- B. Grievant: A "grievant" may be any employee or group of employees.
- C. Day: The term "days" as used in this Section shall mean Monday through Friday excluding District determined holidays.

5.03 Time Limits

The time limits set forth in this Section shall be considered as substantive, and failure of the grievant(s) to file and process the grievance within the time limits set forth in this Section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the District and the grievant(s). The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.

5.04 Grievance Processing Procedure

Grievances shall be processed in accordance with the following procedure:

Step One - Informal Resolution: An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative(s). The informal meeting and discussion shall occur within ten (10) days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievance. The grievant(s) shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant(s) and (if applicable and appropriate) the representative(s) of his/her answer within ten (10) days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file a written grievance.

Step Two - Written Grievance: If the grievance is not resolved at Step One, the grievant(s) shall file a written grievance with the immediate supervisor within ten (10) days of the response in Step One above or if no response is provided within ten (10) days of the deadline for the response. The written grievance shall include the facts upon which the grievance is based, the issues involved, the

dates, the specific *Handbook* and policy provisions that were allegedly violated that triggered the discipline, workplace safety or termination issue and the relief sought. The grievance shall be signed and dated by the grievant(s). The immediate supervisor shall respond to the grievance in writing within ten (10) days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor shall have until ten (10) days after completion of the investigation to respond to the grievance. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the District Administrator.

If the grievant's immediate supervisor is the District Administrator, the grievant shall skip Step Three and proceed directly to Step Four if he/she is not satisfied with response of his/her immediate supervisor at Step Two (or if no answer is provided in the above timeframe).

Step Three - Appeal to District Administrator: If the grievance is not resolved at Step Two, the grievant(s) may appeal the written grievance to the District Administrator within ten (10) days after the response at Step Two or if no response is provided within the timeframe outlined in Step Two. The District Administrator shall meet with the grievant(s) and/or the employee's designated representative(s) and the principal or immediate supervisor within ten (10) days after receiving the written grievance. The District Administrator shall respond to the written grievance within ten (10) days of the meeting or at a later date as determined by the District Administrator if further investigation is warranted. The District Administrator shall indicate in writing the disposition of the grievance and forward it to the grievant(s) and (if applicable and appropriate) the grievant's representative(s). If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the impartial hearing officer.

Step Four - Appeal to Impartial Hearing Officer: If the grievance is not resolved in Step Three, the employee must notify the District Administrator, within ten (10) days after receipt of the District Administrator's answer or if no response is provided within the timeframe outlined in Step Three, if he or she intends to process the grievance to an impartial hearing officer. The impartial hearing officer shall be a reputable expert in the field of the issue being grieved. The District is open to suggestions for the selection of the hearing officer and the possibility of sharing the costs with the grievant(s).

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

Step Five – Appeal to Board of Education: If the grievance is not resolved at Step Four, the grievance may be appealed to the School Board within ten (10) days after the decision at the prior step. Either the Administration or the grievant(s) may appeal an impartial hearing officer's decision to the Board.

The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing.

The Board shall render a written decision that affirms, reverses, or modifies the decision of the hearing officer (or, if applicable, of the District Administrator). Such decision shall be rendered within ten (10) days from the date of hearing unless pending circumstances prevent such, and shall be sent to the Administration, the grievant(s), and (if applicable) the grievant's representative(s). The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

5.05 Grievant's Right to Representation

Any grievant may be represented at all stages of the grievance procedure by no more than three (3) representatives of his/her own choosing.

5.06 Consolidation of Grievances

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

5.07 Group Grievances

Group grievances are involving more than one employee and involve any of the following:

- A. More than one work site;
- B. More than one supervisor; or
- C. An Administrator other than the immediate supervisor

Such grievances may be initially filed at Step Three; however, they shall follow the initial timelines for filing the grievance at steps One and Two above.

5.08 Retributory Action by Employer

No grievant shall be the subject of disciplinary, discriminatory or retributory action because he/she has filed a grievance.

SECTION 6. PAY PERIODS

6.01 Annualized Payroll Cycle

A. School Year Employees:

1. Annualized Payroll: All non-timesheet employees scheduled to work the school year may voluntarily request to be paid on a twelve (12) month payroll cycle as set forth in subsection 2, below. Such election must be made annually as part of the employee's individual contract. For those non-timesheet employees that do not receive a contract, such election must be made annually in writing and submitted to the business office by June 15th of the preceding year. All non-timesheet employees making such election shall have their current salary rate evenly distributed over twenty-four (24) pay periods.
2. School Year Payroll: For non-timesheet employees who do not voluntarily request to be paid on a twelve (12) month payroll cycle, the payroll cycle shall be on a ten (10) month basis and shall be evenly distributed over twenty (20) pay periods (September – June).

B. Calendar Year Employees: All employees scheduled to work the calendar year shall have their current salary rate evenly distributed over twenty-four (24) pay periods.

6.02 Payroll Dates & Direct Deposit

The payroll dates shall be the 15th and last day of each month via direct deposit. In the event a pay day falls on a weekend or holiday observed by the federal government, payments will be distributed on the business day immediately preceding the regular pay day.

6.03 Definitions for Payroll Purposes Only

- A. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Monday until 11:59 p.m. the following Sunday.
- C. Pay Period: The pay periods shall begin on the 16th and first day of each month.

6.04 Salary Deferrals –Tax Sheltered Annuities (TSA)

- A. The District will maintain a TSA program without regard to the employee’s current or former employee’s contribution amounts. Employees shall have the opportunity to participate in the District’s Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an “Investment Vehicle”).
- B. The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions in one or both of the following ways:
 - 1. Pre-tax dollars (salary reduction, also known as “regular” TSA contributions) or
 - 2. After tax dollars (also known as “Roth” TSA contributions).
- C. Employees will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District’s plan document.
- D. A vendor becomes a District-approved vendor by meeting the requirements set forth by the District which include, but are not limited to, the vendor signing a District approved Hold Harmless Agreement and at least three (3) employees submitting the salary reduction agreement citing an investment with that vendor. The District may ask for proof of vendor registration from the employee to ensure a District approved vendor has been chosen. If at any time there are no active employees contributing to a particular vendor, that vendor may be removed from the District approved vendor list.
- E. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program.
- F. The District will transmit to the TSA vendor(s) the amount of the salary deferral elected by the employee on or about the date the money is deducted from the employee’s paycheck, provided that the District receives the appropriate invoice from the vendor. In unforeseen circumstances, transmittals will be made no later than fifteen (15) business days following the end of the month in which the amount would have been paid to the participant.
- G. Employees may choose to defer a specific dollar amount up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50) additional deferral (414(v)(2)(B)(i)), and the “catch up” provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.
- H. The salary reduction limits will be adjusted from time to time to conform to statutory limits.
- I. Catch-Up Contributions

1. Documentation will only be required where the employee's total (and Age 50+) deferrals for the calendar year are in excess of the 402(g) limits.
2. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the Employee's TSA vendor within thirty (30) calendar days if requested by the District.
3. The District agrees to provide the employee, upon written request, with timely information available from the District's records, which is necessary to enable the employee to make catch-up deferrals.

J. General:

1. The employee shall be permitted to change the TSA amount or vendor provided he/she provides the District with proper prior notice. The District shall make the change to the contribution as soon as practicable.
2. In no event shall the employee's contribution exceed one hundred percent (100%) of the employee's compensation less payroll and other required deductions. Employee and employer contributions are 100% vested and non-forfeitable at all times.
3. New loans from the TSA plan are not permitted.
4. Hardship withdrawals are not permitted.

K. Salary Reduction Agreement:

1. Employees will be required to sign an agreement to authorize TSA deductions from salary. The current agreement can be found on the District's website at: <http://www.fortschools.org/departments.cfm?subpage=212139>. The District, without the consent of the employee, is authorized to modify the salary reduction agreement to comply with applicable legal requirements. The District will provide the employee with reasonable notice concerning any such modification.
2. A change in a beneficiary designation shall take effect when the election is accepted by the Vendor.
3. The Employee acknowledges the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the Employee's salary reduction funds. The Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.

- L. Deferred Compensation: Employees may defer salary through the Wisconsin Deferred Compensation Plan (457). The plan limitations and salary deferral rights will be those permitted by the TSA unless the Deferred Compensation plan's rules are in conflict, in which case the Deferred Compensation rules shall apply.

M. Information pertaining to the District's TSA program can be found on the District's website at: <http://www.fortschools.org/departments.cfm?subpage=212139>.

SECTION 7. COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES

7.01 Mileage Reimbursement

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. **This provision shall apply to any travel outside of the District, but shall only apply to travel within the District that is made on a regular basis (i.e. travelling between buildings as part of the employee's daily assignment).** Infrequent travel such as attending staff development or a local District meeting at a particular District building would not be eligible for reimbursement. Administration shall determine the applicability of this provision for each particular reimbursement request. Forms to be used to report mileage shall be available on the District website at: <http://www.fortschools.org/departments.cfm?subpage=212138>

SECTION 8. WORKER'S COMPENSATION

8.01 Worker's Compensation Coverage and Reporting Responsibilities

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the business office prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form which can be found at: <http://www.fortschools.org/departments.cfm?subpage=212139>.

8.02 Benefits While on Worker's Compensation

When an employee is injured while working for the Employer and as a result is entitled to Worker's Compensation, the Employer will supplement Worker's Compensation time loss pay in the following manner, but not to exceed six (6) months for any one injury:

Level	1	2	3	4	5	6	7
Months of Employment	0 - 5	6 - 17	18 - 29	30 - 41	42 - 53	54 - 65	>=66
Supplement Calculation	ineligible	50% x (Employee's full straight time wage when injured – Worker's Compensation)	60% x (Employee's full straight time wage when injured – Worker's Compensation)	70% x (Employee's full straight time wage when injured – Worker's Compensation)	80% x (Employee's full straight time wage when injured – Worker's Compensation)	90% x (Employee's full straight time wage when injured – Worker's Compensation)	100% x (Employee's full straight time wage when injured – Worker's Compensation)

Such payments shall be subtracted from an employee's accumulated reimbursable absence on the nearest half (1/2) day basis. When such leave is exhausted, this supplement shall terminate. The Worker's Compensation supplement provided for in this Section may be refused by the employee at his/her discretion.

The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

8.03 Injuries Not Covered by Worker's Compensation

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

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

SECTION 9. JURY DUTY LEAVES

9.01 Jury Duty Leave

Any employee who is obligated to be absent from his/her duties because he/she has been summoned for jury service will not lose any income as a result of that service (i.e., the District shall pay the employee the same amount and in the same manner as they would have if the employee had not been absent). However, any employee who is absent for jury service shall be obligated to:

- A. Return to his/her duties as soon as it is practicable, and
- B. All monies received for jury service during work days, exclusive of the amount received for mileage, lodging, meals, or parking, shall be remitted to the Business Manager of the District within ten (10) days of receipt accompanied by a copy of the check stub.

SECTION 10. UNIFORMED SERVICES LEAVE

10.01 Uniformed Services Leave of Absence

Employees performing duty in a uniformed service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this *Handbook*.

Employees may request compensation if such request is accompanied by a copy of the employee's military orders for those services as outlined in Section 13.02, excluding item C. If approved, the employee will receive his/her regular pay minus that which he/she shall receive from the government for each day spent in government service. The request shall be submitted to the District Administrator or his/her designee.

The "uniformed services" consist of the following [20 CFR § 1002.5(o)]:

- A. Army, Navy, Marine Corps, Air Force and Coast Guard
- B. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve
- C. Army National Guard and Air National Guard
- D. Commissioned Corps of the Public Health Service
- E. Any other category of persons designated by the President in time of war or emergency

When time permits, the request for a reserve military leave should be as far in advance as possible so the employer can adequately plan for the absence.

10.02 Seniority/Length of Service during Uniformed Services Leave

Employees shall continue to accrue length of service for wage/salary increments, if applicable, and all other purposes where length of service is a factor. The employee's absence shall not be construed as a break in service for any purpose.

Reemployment rights extend to persons who have been absent from a position of employment because of "service in the uniformed services." "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:

- A. Active duty and active duty for training
- B. Initial active duty for training
- C. Inactive duty training
- D. Full-time National Guard duty
- E. Absence from work for an examination to determine a person's fitness for any of the above types of duty
- F. Funeral honors duty performed by National Guard or Reserve members
- G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). *See* 42 U.S.C. § 300hh-11(d).

SECTION 11. BENEFITS APPLICABLE TO ALL EMPLOYEES

11.01 Cafeteria Plan/Flexible Spending Account

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

- A. Payment of insurance premium amounts (IRC § 106);
- B. Permitted medical expenses not covered by the insurance plan (IRC § 105) to a maximum of five thousand dollars (\$5,000) per calendar year until August 31, 2012, and
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

Effective September 1, 2012: An employee may designate, under the flexible reimbursement plan/cafeteria plan, a maximum of two thousand five hundred dollars (\$2,500) of eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year.

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).

11.02 Dental Insurance

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

11.03 Health Insurance

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

11.04 Health Risk Assessment

All employees enrolled in the District's insurance are covered by this provision.

- A. The health risk assessment consists of a screening process that includes blood pressure checks, height and weight to determine BMI, cholesterol tests and blood glucose tests, the results include glucose, triglycerides, HDL and LDL levels and the employee's ratio. In addition, the employee receives a computerized personal wellness profile to provide a comprehensive health risk assessment. The District may modify the requirements at any time.
- B. The District will pay the full cost of the health risk assessment. An effort will be made to have the Health Risk Assessment available every year and the employee is encouraged to participate.
- C. The District will be responsible for contacting a health provider and arranging the Health Risk Assessment for the employees. The District will offer the assessment on-site. An employee may schedule an appointment for the Health Risk Assessment off-site directly with the health provider chosen by the District.
- D. The only information that the District will receive from the health provider is data in the aggregate so that the District may plan wellness activities and tailor its wellness program to the areas of highest need.

11.05 Liability Insurance

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

11.06 Life Insurance

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

11.07 Long-Term Disability

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

11.08 Short-Term Disability

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

11.09 Wisconsin Retirement System (WRS) Contributions

The Board shall contribute the employer's share. The employee shall pay the employee's required WRS contribution as required by state statute. Under no circumstances shall the Board pay the employee's required WRS contribution.

11.10 COBRA Law Continuation of District Health Plan Participation

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

A. Qualifying Events: An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical and dental), may qualify for continuation coverage if District sponsored coverage is lost due to the occurrence of any of the following qualifying events:

1. Voluntary or involuntary termination of employment for any reason other than "gross misconduct." (e.g., resignation or retirement);
2. Death of the covered employee;
3. Divorce or legal separation from the covered employee;
4. Loss of "dependent child" status;
5. Eligibility for Medicare entitlement;
6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.

B. Period of COBRA Continuation: In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.

C. COBRA Extension [Second qualifying events]: A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:

1. The employee's death;
2. Divorce or legal separation;
3. The covered employee becomes eligible for Medicare;
4. A child loses his or her "dependent child" status.

***Note:** The second event can be a second **qualifying** event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.

D. Premium Cost & Payment: The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.

E. Termination of Coverage: Employee continuation coverage may be terminated automatically if:

1. The employee fails to make a monthly premium payment to the District on time;
2. The employee obtains similar coverage through a different employer;
3. The employee becomes eligible for Medicare and convert to an individual policy;
4. The District terminates its health plan;
5. The employee's guaranteed continuation period expires.

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

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

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

SECTION 12. WORK STOPPAGE

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

SECTION 13. CONFORMITY TO LAW

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

SCHOOL DISTRICT OF



F O R T • A T K I N S O N

PART II –

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

Sample School District ~~Teacher-Educator~~ Contract

The following is a sample of the individual ~~teacher-educator~~ contract template:



Fort Atkinson, Wisconsin 53538

~~TEACHER-EDUCATOR~~ CONTRACT

20XX – XX

IT IS HEREBY AGREED by and between the Board of Education of the School District of Fort Atkinson, Fort Atkinson, Wisconsin, hereinafter designated “School Board,” and **JOHN Q SAMPLE**, a professionally trained educator legally qualified in the State of Wisconsin, hereinafter designated “~~Teacher-Educator~~,” that said ~~Teacher-Educator~~ is to perform the services as a(n) **1.0 FTE ELEMENTARY ~~teacher-Educator~~** for said District for a term of 187 days commencing on the XX day of August, 20XX and ending on or about the XX day of June, 20XX pursuant to the school calendar adopted by the School Board. ~~Teacher-Educator~~ is contracted under this agreement to teach, supervise and evaluate student performance in accordance with the expectations for Educators in the School District of Fort Atkinson as set forth in Board policy, rules, regulations, the *Employee Handbook* and the directives of the school administration. Assignments may be given in areas where said ~~Teacher-Educator~~ is certified.

IT IS FURTHER AGREED that this contract is made subject to the laws of the State of Wisconsin, including but not limited to the provisions of Section 118.22 (Renewal of ~~teacher-Educator~~ contracts) and of Chapter 40 of the Wisconsin Statutes. This contract is also subject to all rules and regulations of said School Board now existing, or which hereafter and before the termination of this contract may be adopted by said School Board as reasonable supplements thereto. Said School Board agrees to provide to said ~~Teacher-Educator~~ access to such rules and regulations which include, but are not limited to, those contained within Board policy and the District’s *Employee Handbook*.

The undersigned ~~Teacher-Educator~~ represents to the School Board that **JOHN SAMPLE** is not under a contract of employment with another school district for any period covered by this contract.

Failure to Perform: Having signed a contract for an ensuing school year, a ~~Teacher-Educator~~ who fails to perform there under (unless discharged or medically unable to perform), or who requests release there from after June 30, shall pay to the District a sum of three hundred dollars (\$300.00) or after July 31, shall pay to the District a sum of five hundred dollars (\$500.00), or on or after the first day of the particular ~~Teacher-Educator’s~~ contract year, shall pay to the District a sum of one thousand dollars (\$1,000.00) as the reasonable and foreseeable costs of securing a replacement, unless the Board waives such payment upon request for extraordinary circumstances. The Board may condition acceptance of a request for release from contract upon payment of such sum. It is further agreed the District may withhold such sum from payment of any monies yet to be paid to said ~~Teacher-Educator~~, but this shall not be construed to be the exclusive manner of enforcement of this provision.

Compensation: For such service properly rendered, said School Board is to pay said ~~Teacher-Educator~~ the amount due according to this contract in twenty (20) installments payable on the fifteenth and the last day of each month, September through June. The amount due shall be payable to said ~~Teacher-Educator~~ in twenty-four (24) installments payable on the fifteenth and last day of each month, September through August, if said ~~Teacher-Educator~~ so elects by initialing here: _____

The salary amount listed below is subject to change based on any future agreements reached between the School Board and the ~~Teacher-Educator’s~~ bargaining representative, if any. This amount represents only the ~~Teacher-Educator’s~~ base salary, exclusive of any additives or extra hours that may be granted to said ~~Teacher-Educator~~.

Gross Base Salary Due to Said ~~Teacher-Educator~~:

Additional Services and Compensation: In addition to providing teaching services as provided herein, said ~~Teacher Educator~~ agrees to provide the following services to the District and said School Board agrees to provide the following compensation for such services:

Extra Days: 5 Extra Days' Salary:

Total Contract Days: 187

Other Additional Compensation: Travel Allowance

Termination: The parties understand and agree that this is a solemn, binding contract not to be breached by either party without sufficient grounds.

Disqualification of ~~Teacher Educator~~: The disqualification of said ~~Teacher Educator~~ to continue teaching for any legal cause whatsoever shall automatically terminate this contract. This contract shall terminate if the authority of said Educator to teach is terminated. This contract is conditioned upon said Educator possessing a valid license to teach in the assignment outlined in this contract. Termination by Board: This contract and the employment of said Educator may be terminated by said School Board subject to the policies of said School Board. Said Teacher Educator will not be dismissed or suspended without just cause.

Termination by Mutual Consent: Upon mutual written agreement by said School Board and said ~~Teacher Educator~~ this contract and the employment of said Educator may be terminated without penalty or prejudice against either said School Board or said Educator. In this event, said School Board shall pay said ~~Teacher Educator~~ all remuneration and benefits accrued by, but unpaid during the period of employment immediately prior to the effective date of such termination as agreed by the parties.

Non-Renewal: The renewal or non-renewal of this contract shall be governed solely by Section 118.22 Wis. Stats. The undersigned ~~Teacher-Educator~~ understands, per Section 118.22(b) Wis. Stats., renewal or non-renewal does not apply to part-time ~~teacher-Educators~~.

Savings Clause: If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part should be restrained by any tribunal, the remainder of the contract shall not be effected thereby.

This contract is not valid unless returned on or before April 16, 20XX. I hereby accept the provisions as set forth in this contract.

~~Teacher-Educator's~~ Signature _____

SCHOOL BOARD

Street Address _____

President _____

City/State/Zip _____

Clerk _____

Telephone Number _____

Treasurer _____

Date _____

Dated this _____

Sample Summer Classes ~~Teacher-Educator~~ Contract

SCHOOL DISTRICT OF



FORT • ATKINSON

School District of Fort Atkinson SUMMER SCHOOL TEACHING AGREEMENT

Summer 2014

It is agreed by and between the Board of Education and **FIRST-NAME LAST-NAME**, a certified ~~teacher~~ educator, that said ~~teacher~~ educator is to perform the services of a classroom ~~teacher~~ educator in the summer session of the School District of Fort Atkinson.

~~Teacher Educator~~ services shall be for **TOTAL HOURS**, beginning **7/28/2014** to continue to **8/14/2014**. For services properly rendered, said ~~teacher~~ educator shall be paid the sum of **\$0.00** based on a rate of \$26.07 per hour.

Salary will be paid in two (2) installments on July 15 and August 8, 2014. If said ~~teacher's~~ educator's class runs beyond August 8th, said teacher will then be paid in three (3) installments on July 15, August 8, and August 29, 2014.

Class Name	# of Days Teaching	Hours per day	Extra Hours	Total Hours	Class Salary
CLASS NAME	# OF DAYS	HOURS PER DAY	EXTRA HOURS	TOTAL HOURS	SALARY AMOUNT

In the event said ~~teacher~~ educator is unable to meet with their class, said ~~teacher~~ educator must notify the summer school office of their absence prior to the absence date. Said ~~teacher~~ educator must follow District procedures in relation to absences to assure a District-assigned substitute ~~teacher~~ educator is present for instruction. Absences of more than two consecutive days have already been reflected in this contract. Upon the occurrence of a single-day absence (pre-approved or due to illness, emergency, etc.), the cost of a substitute at the rate of \$60 per day (regardless of the number of sections missed) will either be deducted from the pay period or, for internal staff only, deducted from the employee's reimbursable absences at a rate of a ½ day.

Please sign both copies of this letter, retain one for your records, and return one to the Director of Instruction's office within 5 days.

~~Teacher Educator~~

Date

Superintendent

August 1, 2014
Date

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 ~~Procedure for Nonrenewal of Nonprobationary Educators~~

~~Section 118.22(3), Wisconsin Statutes, shall apply on notice of nonrenewal. The following procedure shall be followed:~~

~~Whenever a question of nonrenewal is raised, such question shall be raised no later than the end of the first semester and shall follow no less than two (2) conferences between the evaluator and the educator. An additional conference among evaluator, educator, District Administrator, and if desired by the educator, a representative of their choice to be a silent observer, shall be held before any recommendation is made to the Board regarding nonrenewal of the educator's contract. Raising a question of nonrenewal is not time bound to any specific stage of the Educator Effectiveness Cycle.~~

~~If an evaluator determines that a nonprobationary educator may be subject to nonrenewal, the evaluator shall prepare an Improvement Plan for that educator. Nonprobationary educators who do not make reasonable progress on the Improvement Plan are subject to nonrenewal procedures.~~

~~A. Purpose~~

~~The purpose of the following procedure is to assure full-time teacher-educators (who are being considered for nonrenewal) in the School District of Fort Atkinson an opportunity to be heard by the Board before a determination of nonrenewal of the teacher Educator's contract is made, and to assure the Board that all matters relevant to the matter of nonrenewal of the teacher Educator's contract are presented for its consideration.~~

~~B. Preliminary Notice~~

~~The Board shall give preliminary notice to any teacher-educator who is being considered for nonrenewal, pursuant to Wisconsin Statute 118.22(3). For purposes of this section, an employee is not on probation if he/she has completed four semesters of duties at the time the notice is given.~~

~~C. Steps for Notification~~

~~1. Teacher Educator Request for Reason(s) of Nonrenewal with Timelines~~

~~Within five (5) days after receipt of preliminary notice, the teacher educator may file with the Board a request for a written statement of reasons for the proposed nonrenewal, if said statement is not contained in the preliminary notice. The Board shall furnish such statement to the teacher Educator either personally or by certified mail within five (5) days after receipt of such request.~~

~~2. Teacher Educator Request for Board Hearing with Timelines~~

~~Within five (5) days after receipt of the written reasons for the proposed nonrenewal or within five (5) days after receipt of the preliminary notice, the teacher educator may request that, in lieu of the statutory conference, a hearing be held by the Board on the matter.~~

~~3. Teacher Educator Hearing Timeline Requirements~~

~~Upon receipt of the request for an open or executive hearing, the Board shall hear the matter within twenty (20) days thereafter.~~

~~D. Due Process Requirements of Hearing~~

The hearing shall be conducted in a manner to guarantee “due process” to the extent the teacher Educator facing nonrenewal is entitled thereto under the Constitution of the United States, including:

1. Right to Examine

The right to examine, confront, and cross-examine witnesses, and

2. Right of Representation

The right to be represented by an attorney or other representative.

1.02 Length of Probationary Period for ~~Teacher~~ Educators

A probationary ~~teacher-educator~~ is one who is beginning/~~renewing~~ his/her employment with, ~~or being reemployed after a period of separation from,~~ the District. The probationary period will be two (2) years; however, at the sole discretion of the administration, the probationary period may be extended for ~~one (1) year once~~ for the purpose of remediation and/or evaluation.

A probationary educator may be non-renewed during their probationary period for any reason, and such nonrenewal will only be subject to the grievance provisions of this Handbook if such non-renewal is due to the employee’s failure to meet the District’s performance expectations. All other non-renewals shall be exclusively subject to the provisions of section 118.22, Wis. Stats.

1.03 Standard for Discipline and Termination

An ~~teacher-educator~~ may not be disciplined or terminated without just cause.

1.04 Representation

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

1.05 Procedure for Nonrenewal

Section 118.22(3), Wisconsin Statutes, shall apply on notice of nonrenewal. The following procedure shall be followed:

A. Purpose

The purpose of the following procedure is to assure full-time ~~teacher educators~~ (who are being considered for nonrenewal) in the School District of Fort Atkinson an opportunity to be heard by the Board before a determination of nonrenewal of the ~~teacher educator’s~~ contract is made, and to assure the Board that all matters relevant to the matter of nonrenewal of the ~~teacher educator’s~~ contract are presented for its consideration.

B. Preliminary Notice

The Board shall give preliminary notice to any ~~teacher-educator~~ who is being considered for nonrenewal, pursuant to Wisconsin Statute 118.22(3). For purposes of this section, an ~~employee~~

educator is not on probation if he/she has completed four semesters of duties at the time the notice is given.

C. Steps for Notification

1. Teacher Educator Request for Reason(s) of Nonrenewal with Timelines

Within ~~five (5)~~ seven (7) calendar days after receipt of preliminary notice, the ~~teacher educator~~ may file with the Board a request for a written statement of reasons for the proposed nonrenewal, if said-statement is not contained in the preliminary notice. The Board shall furnish such statement to the ~~teacher educator~~ either personally or by certified mail within ~~five (5)~~ seven (7) calendar days after receipt of such request.

2. Teacher Educator Request for Board Hearing with Timelines

Within ~~five (5)~~ seven (7) calendar days after receipt of the written reasons for the proposed nonrenewal or within ~~five (5)~~ seven (7) calendar days after receipt of the preliminary notice, the ~~teacher educator~~ may request that, in lieu of the statutory conference, a hearing be held by the Board on the matter.

3. Teacher Educator Hearing Timeline Requirements

Upon receipt of the request for an open or executive hearing, the Board shall hear the matter within twenty (20) calendar days thereafter.

D. Due Process Requirements of Hearing

The hearing shall be conducted in a manner to guarantee “due process” to the extent the ~~teacher educator~~ facing nonrenewal is entitled thereto under the Constitution of the United States, including:

1. Right to Examine

The right to examine, confront, and cross-examine witnesses, and

2. Right of Representation

The right to be represented by an attorney or other representative.

SECTION 2. PROFESSIONAL HOURS/WORKDAY

2.01 Normal Hours of Work

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

Although professionals’ work is not limited to any specified number of hours or days per week, the “normal” hours of work for full-time employees in positions authorized as “40 hours per week” are considered to be eight (8) hours per day Monday through Friday including a duty-free lunch period. ~~Teacher~~-Educators will be provided with a continuous duty-free lunch period equal to the students’ lunch period except where the ~~teacher-educators~~ are expected to supervise their students from the classroom to and through the lunch line. This supervisory responsibility will not exceed ten (10) minutes in duration. The actual workday for each building shall be established by the Board.

2.02 Administratively Called Meetings

Monday after school shall be reserved for meetings called by principals, supervisors, or the District Administrator. The first and third Wednesdays of each month after school shall not be reserved for administratively called meetings. This does not preclude meetings that may be necessary on other days of the week. Attendance at meetings called by principals, supervisors, or the District Administrator is compulsory unless specifically excused.

2.03 Attendance at School Events

~~Teacher-Educators~~ are required to attend those school events as directed by administration. These events may include, but are not limited to an open house, music program, art show and/or other District or building events that occur after the normal workday. ~~Teacher-Educators~~ who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible.

2.04 Emergency School Closures

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

2.05 School Calendar

The school calendar shall be determined by the Board. The calendar shall consist of 187 days. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board.

SECTION 3. ~~TEACHER EDUCATOR~~ SUPERVISION AND EVALUATION

~~3.01 General Supervision/Evaluation~~

~~The primary purpose of certified employee supervision/evaluation is to improve instruction. The process may also be used to make personnel decisions. All supervision/evaluation will be done by administrators licensed and/or certified by the State of Wisconsin.~~

~~A. Probationary Teachers~~

~~A probationary teacher is one who is beginning/renewing his/her employment with the District. The probationary period will be two (2) years; however, at the sole discretion of the administration, the probationary period may be extended for one (1) year for the purpose of remediation and/or evaluation. During each of the probationary years, the probationary teacher will be formally observed for not less than seventy five (75) minutes, of which one formal observation must be a full class period. Each formal observation will be followed by a conference between the evaluator and the teacher; each formal observation will be followed by a written description of the results of the formal observation and~~

conference. The conference shall be held within nine (9) working days; the written classroom supervision report will follow the observation within fifteen (15) working days.

B. Nonprobationary Teachers

At a minimum, nonprobationary teachers shall be formally supervised and evaluated every three (3) years. During the period of evaluation, the teacher will be formally observed for not less than sixty (60) minutes of which one formal observation must be a total of thirty (30) consecutive minutes. Each formal observation will be followed by a conference between the evaluator and the teacher; each formal observation will be followed by a written description of the results of the formal observation and conference. The conference shall be held within nine (9) working days; the written classroom supervision report will follow the observation within fifteen (15) working days.

C. Evaluation

Both probationary and nonprobationary teachers shall receive a written evaluation during any period they are formally evaluated. The evaluation format will be discussed prior to the onset of the evaluation process with those teachers being evaluated. This written evaluation shall be based on a Board adopted job description, and shall include observation of the individual's performance as part of the evaluation data.

D. Nonrenewal of Nonprobationary Teachers

Whenever a question of nonrenewal is raised, such questions shall be raised no later than the end of the first semester and shall follow no less than two (2) conferences between the evaluator and the teacher. An additional conference among evaluator, teacher, District Administration, and if desired by the employee, a representative of their choice to be a silent observer, shall be held before any recommendation is made to the Board regarding a nonrenewal of the teacher's contract. If an evaluator determines that a nonprobationary teacher may be subject to nonrenewal, the evaluator shall prepare a remediation plan for that teacher. Nonprobationary teachers who do not make reasonable progress on the remediation plan are subject to nonrenewal procedures.

3.01 General Supervision/Evaluation

The primary purpose of certified employee supervision/evaluation is to improve instruction. The process may also be used to make personnel decisions. To accomplish this, the District has adopted the State of Wisconsin Department of Public Instruction's (DPI) Educator Effectiveness System. Completion of any State of Wisconsin required Educator Effectiveness training shall be the responsibility of the educator.

All supervision/evaluation will be done by administrators licensed and/or certified by the State of Wisconsin. The District Administrator or his/her designee will identify the "lead evaluator" for each educator annually and designate/specify if other evaluators will contribute to the educator's Effectiveness Cycle documentation. Annually, an educator will be notified of his/her status within the Effectiveness Cycle.

Educators whose role is not formally defined and/or evaluation required by the State of Wisconsin's Educator Effectiveness System shall participate in the Effectiveness Cycle as defined within this section

with a focused effort to make the components meaningful, informative and appropriate to the educator's role as collaboratively determined by the evaluator and the educator. Modifications to the process shall be made at the discretion of the evaluator in consultation with the District Administrator.

A. Probationary Educators

A probationary educator is one who is beginning/renewing his/her employment with the District. The probationary period will be two (2) years; however, at the sole discretion of the administration, the probationary period may be extended for one (1) year for the purpose of remediation and/or evaluation.

Probationary educators new to the District will complete the full Effectiveness Cycle during his/her first year of employment including development of an Educator Effectiveness Plan (EEP). The first year of probationary employment will be considered a formal Summary Year as defined by the State of Wisconsin's Educator Effectiveness System.

During the first year of employment, the probationary educator shall complete all documentation and requirements within the State Educator Effectiveness System included in the DPI-defined Summary Year including, but not limited to, completion of all components within the Educator Effectiveness Plan (EEP) incorporating required SLOs (Student Learning Objectives) and PPGs (Professional Practice Goals).

Evaluators of probationary educators will conduct one (1), full class period, announced observation preceded by a pre-observation conference and followed by a post-observation conference. In addition to the announced observation, the evaluator will complete three (3) to five (5) unannounced, DPI-defined Mini-Observations (approximately 15-20 minutes long each) during the first year of employment.

The evaluator shall complete all Summary Year requirements, documentation and scoring within the State Educator Effectiveness System including providing formative and summative feedback on the Educator Effectiveness Plan (EEP) and its required components.

During the second year of probation, the probationary educator will be formally observed for no less than seventy-five (75) minutes of which one (1) observation must be a full class period. Each observation will be followed by a conference between the evaluator and the educator; each observation will be followed by a written description of the results of the observation and conference. Second-year, non-full class period observations may be incorporated, as appropriate, within the educator's new three-year Effectiveness Cycle.

If a third year of probation is deemed necessary by the administration, the observation requirements, Educator Effectiveness implications and necessary steps for remediation/improvement will be determined by the District Administrator.

B. Nonprobationary Educators

Nonprobationary educators shall complete all documentation and requirements within the State Educator Effectiveness System's multi-year Effectiveness Cycle every three (3) years with the DPI-defined Summary Year falling in the third year. In addition, the educator will create an Educator Effectiveness Plan (EEP) annually including, but not limited to, completion of all

components within the Educator Effectiveness Plan incorporating required SLOs (Student Learning Objectives) and PPGs (Professional Practice Goals). Educators shall use all of the available time over the multi-year cycle to complete the Effectiveness Cycle.

Evaluators of nonprobationary educators will conduct one (1), full class period announced observation preceded by a pre-observation conference and followed by a post-observation conference during the DPI-defined Summary Year. In addition to the announced observation, the evaluator will complete three (3) to five (5) unannounced, DPI-defined Mini-Observations (15-20 minutes long each) with at least two (2) unannounced Mini-Observations taking place during the Summary Year of the Effectiveness Cycle.

The evaluator shall complete all Summary Year requirements, documentation and scoring within the State Educator Effectiveness System including providing formative and summative feedback on the Educator Effectiveness Plan (EEP) and its required components.

C. Evaluation

Both probationary and nonprobationary educators shall receive feedback, documentation and scoring (as applicable) within the State-provided Educator Effectiveness System software throughout the Effectiveness Cycle. The evaluator will provide the educator an overview of the Educator Effectiveness requirements during the first pre-observation conference of the initial Summary Year. The evaluation shall include observation of the individual's performance, as well as other required components of the Educator Effectiveness Cycle, as part of the overall evaluation data.

D. Conflict Resolution with the Educator Effectiveness System

If any of the following occur at any time within the Educator Effectiveness Cycle, written notice of the concern should be made to the District Administrator. The District Administrator will act on the request as he/she deems in the best interest of the District and educator. Conflicts covered by this procedure include, but are not limited to:

- Reconciling differences of opinion between evaluator and educator during the scoring process.
- Request from educator or evaluator for an early or additional Summary Year.
- Request from educator for reassignment to a different evaluator or to request an additional evaluator.
- Request from educator for re-evaluation of a component.
- Request from educator to appeal the final Summary Year scoring.

E. Breach of Confidentiality

All individual evaluation data, including Educator Effectiveness system data, is confidential.

SECTION 4. ~~TEACHER~~ EDUCATOR ASSIGNMENTS, VACANCIES AND TRANSFERS

4.01 ~~Teacher~~ Educator Certification

~~Teacher-Educators~~ will be assigned to teach only in those areas in which they are certified.

4.02 Vacancies, Transfers, and Reassignments

A. Giving Notice of Vacancies of Nonadditive Pay Positions

Notice of vacancies or newly created contractual positions which are not covered by the “Co-Curricular Schedule” (Appendix B) shall be published by posting on the official bulletin board in each building and the District’s web page as soon as practicable following the receipt of written notice of vacancy or decision to create a new position. Such notice shall include a description of the position and the name and location of school or schools.

B. Transfers

From October 1 through May 31, all applications for vacancies or newly created positions shall be made in writing to the District Administrator within five (5) school days of such publication. Within five (5) school days after receipt of application, the District Administrator, after an individual conference with the ~~teacher-educator~~, shall act upon the request and his/her determination shall be final and binding.

~~Teacher-Educators~~ who desire a change in grade and/or subject assignment or who desire a transfer to another building (unrelated to a vacancy or newly created position) may file a written statement of such desire with the District Administrator on or before February 28. Whenever such request can be considered, the District Administrator shall hold an individual conference with the ~~teacher-educator~~ or ~~teacher-educators~~ and act upon the request. The District Administrator’s determination shall be final and binding.

C. Reassignments

Whenever it becomes necessary to reassign a ~~teacher-educator~~ or ~~teacher-educators~~ because of changes in enrollment and/or subject registration, principals shall be responsible for reassignments within their jurisdiction. All reassignments will be made after consultation with staff members concerned and shall be in their area of certification.

4.03 Liquidated Damages for Failure to Perform

Having signed a contract for an ensuing school year, a teacher who fails to perform thereunder (unless discharged or medically unable to perform), or who requests **in writing** release therefrom after June 30 shall pay to the District a sum of ~~three five~~ hundred dollars (\$~~3500~~), or after July 31 shall pay to the District a sum of ~~five hundred one thousand~~ dollars (\$~~51,000~~), or on or after the first day of the particular teacher contract year shall pay the District a sum of ~~one thousand dollars (\$1,000)~~ **five percent (5%) of the contract** amount as the reasonable and foreseeable costs of securing a replacement, unless the Board waives **or reduces** such payment upon request for extraordinary circumstances. **Should teacher’s approved release coincide with the end of the first semester of the particular teacher contract year, teacher shall pay the District a sum of four percent (4%) of the contract amount.**

Should teacher’s request for release be due to retirement at the end of the first semester, no liquidated damages shall be enforced.

The Board may condition acceptance of a request for release from contract upon payment of such sum. It is further agreed the District may withhold such sum from payment of any monies yet to be paid to the teacher, but this shall not be construed to be the exclusive manner of enforcement of this provision.

4.04 Teaching Summer School

Except for classes developed by non-district ~~teacher-educators~~, district ~~teacher-educators~~ will be offered the opportunity to teach summer school before non-district ~~teacher-educators~~. The pay for district ~~teacher-educators~~ shall be at the curriculum rate.

Each approximately fifty-minute (50-minute) period taught shall constitute one hour. The contracted summer school payment amount shall be paid in accordance with the ~~teacher-educator~~'s summer school contract.

4.05 Extended Contracts

Additional contract days may be added to the contracted school calendar for each ~~teacher-educator~~ at the discretion of the District. ~~Teacher-Educators~~ shall be compensated for said days at their individual contracted per diem rates of pay for each of the extended contract days. Days may be scheduled in full or partial day increments.

4.06 Job Share

A. Definition

"Job Sharing" is hereby defined as a voluntary program, instituted by the District whereby two ~~teacher-educators~~ share one (1) full time equivalent position.

B. Eligibility

1. ~~Teacher-Educators~~ must be fully certified to teach the subject/grade levels involved in the job share.
2. Application

Eligible ~~teacher-educators~~ who wish to be considered for job sharing as a team should submit a joint application to the District Administrator prior to February 1 for job sharing intended to be effective for the following school year. Applications will be processed on forms provided by the District.

3. Approval

Requests for Job sharing participation must be approved by the School Board prior to the commencement of any job share. The Board retains complete and absolute discretion with respect to all applications for job sharing. If the job share proposal application is denied, the board and/or designee shall forward a written explanation for the denial to the applicants.

4. Assignments and Responsibilities

The Board shall assign shared job holders specific responsibilities at the time the job-sharing contract is signed. Job assignments and responsibilities of the two job share members shall not exceed a 1.0 FTE.

A list of job responsibilities shall be appended to the individual contract and shall include:

- a.) A description of the job to be shared and the percent of FTE for which the contract is let, as well as all of the provisions related to benefits.
- b.) Allocation of preparation time and planning responsibilities between the job sharers.

- c.) Grade reporting requirements.
- d.) Faculty meeting and parent conference responsibilities.
- e.) Extra-duty assignments and compensation for same, if any.

5. Contract

Job sharing ~~teacher-educators~~ will be required to sign a contract with the percentage of teaching time designated, and the remaining percentage shall be designated as unpaid leave time. On an annual basis requests to continue a job share must be approved by the Board.

6. Proration of Benefits

Wages and fringe benefits provided by this agreement shall be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works except that the Board will continue to pay 100% of dental premium. Credited service during the job share will be reported as .5 FTE equals one year Credited service.

7. Coordination Time for Job Share Assignment

Time necessary for the coordination of the job shared teaching assignment responsibilities, shall be performed on the job sharer's time.

Variations to the above may be granted upon agreement of the Board and job sharers.

SECTION 5. REDUCTION IN FORCE, POSITIONS & HOURS

5.01 Reasons for Reduction in Force

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

5.02 Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial reduction in accordance with the following steps:

A. Step 1 – Retirements and Resignations

Normal attrition resulting from ~~teacher-educators~~ retiring or resigning will be relied upon to the extent it is administratively feasible.

B. Step 2 – Volunteers

Volunteers will be non-renewed first. The District will provide the volunteer(s) with a nonrenewal notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District directed nonrenewal under this section of the *Handbook*.

C. Step 3 – Nonrenewal

If the Board decides to decrease the number of teaching positions in whole or in part, it shall follow the guidelines set forth in Section 118.22, Wis. Stats.

5.03 Notice of Reduction

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

SECTION 6. PROFESSIONAL COMPENSATION (To Be Completed July 2015)

SECTION 7. PROFESSIONAL GROWTH (To Be Completed July 2015)

SECTION 8. INSURANCES

8.01 Eligibility

Eligibility of an employee for coverage under the District's insurance policies shall be governed by the individual insurance policy as agreed to by the District with the insurer. An employee contracted to work less than 0.50 FTE shall not be eligible for any insurance coverages, except an employee working 15 hours or more per week may apply for Short-Term Disability Insurance.

8.02 Health Insurance

The District will pay eighty-seven and four-tenths percent (87.4%) of the health plan for full time employees. For part-time employees, the District shall pay a pro rata share of the eighty-seven and four-tenths percent (87.4%).

8.03 Life Insurance

The District will pay ninety percent (90%) of the life insurance policy premium. Each professional employee may elect to carry life insurance to the nearest five hundred dollars (\$500) of (but not to exceed) double his/her annual salary.

8.04 Long-Term Disability Insurance

The District will pay one hundred percent (100%) of the long-term disability insurance policy premium.

8.05 Short Term Disability Insurance

The Board shall provide short-term disability insurance to eligible employees at the employee's expense. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

8.06 Dental Insurance

The District will pay one hundred percent (100%) of the dental insurance policy premium.

8.07 New Employees' Coverage

All insurances shall commence on the first of the month following start of duties.

8.08 Cash in Lieu of Insurance (hereinafter "CLI")

A. Availability

~~Teacher-Educators~~ working half-time or more may elect a cash payment in lieu of ("CLI") the District's health and/or dental insurance benefits. This CLI option shall be available to all ~~teacher-educators~~ consistent with any open enrollment periods established by the District.

Note: Absent a "qualifying event" (such as employee marriage, loss of spouse coverage, etc.), employees who forego enrollment in either the health and/or dental insurance coverage (at either the point of initial eligibility as a new District employee or at any point during employment with the District), should expect to have to prove insurability (i.e., go through health/dental underwriting), accept restrictions on coverage for pre-existing conditions, or wait for the next "open enrollment period" in order to enroll at a later date.

~~Teacher-Educators~~ shall have the ability to enroll in the health and/or dental insurance plans when a qualifying event occurs. Upon entry into the District's health and/or dental insurance plans, however, that employee's participation in the CLI program shall cease.

B. Employee Election

Prior to September 1 of each year current employees wishing to elect the CLI benefit for the upcoming school year shall complete a District-provided application. This application will require proof that the employee is covered under another health and/or dental insurance plan. Absent a mid-year (September through August) exception (such as an employee changing to her/his spouse's coverage, etc.), employees must make a written annual CLI election prior to each September 1. When a mid-year exception occurs and an election is made, payment of the CLI benefit shall begin the month following the District's receipt of the election and required proof of other coverage.

1. Employee Election for New Employees

Payments shall be based on the employee's eligibility date, which is the first of the month following the first day worked. Employees not electing health and/or dental coverage, and those who are not permitted to elect health and/or dental coverage because they are married to staff members of the District who have elected health and/or dental coverage, where eligible, may elect the CLI option no later than September 1 or their first day of work if after September 1. Employees who fail to elect the CLI option before September 1 or their first day of work must wait until the next school year.

C. CLI Benefit Amount & Payment

The monthly payment amount of the CLI benefit will be equal to forty percent (40%) of the District's cost for an individual (not family) health or dental plan less any applicable payroll expenses (e.g., social security, etc.). For part-time employees, the cash payment will be prorated in the same manner as the District's contribution to the cost of the insurance for individual (not family) coverage would have been.

D. Effective Date/Trial Period

This provision shall become effective for the 2010-2011 school year. This provision shall cease to exist and will be removed from the *Handbook* as of August 31, 2015 unless the Board determines to continue this benefit thereafter. Should this provision be removed as stated herein, a health and dental insurance open enrollment period shall be made available.

SECTION 9. POST-EMPLOYMENT BENEFITS

9.01 Retirement

It shall be the policy of the District to make it possible for teachers who are at least fifty-five (55) years of age, are currently employed by the District and have been so for at least the last ten (10) years (calculated on a full-time equivalency basis), to elect to retire. A **written** declaration of retirement **to be effective at the end of the first semester of the current school year shall be filed with the District Administrator on or before October 31 of their final teaching year. A written declaration of retirement to be effective at the end of the current school year shall be filed with the District Business-Office Administrator on or before February 28 of their final teaching year. For purposes of retirement to be effective at the end of the current school year, the teacher's age shall be determined as of September 1 of the first school year in which the retirement is to be effective (i.e., the teacher may turn 55 over the summer after their final year of teaching). No other retirement dates shall be allowed.**

9.02 Benefits for Retirees Hired Prior to July 15, 1991

Teachers Educators retiring under this program shall have the right to continue to participate in the group health (hospital-surgical) insurance, with single or family coverage, through the end of the month in which the retiree dies or fails to make payment for the premium, whichever occurs first.

The District shall pay 87.4% of the cost of such single or family coverage for each retiree through the end of the month in which the retiree dies, becomes eligible for Medicare, or fails to make payment for the premium, whichever occurs first. The remainder of the premiums for such insurance shall be paid by the retiree to the District Business Office, in advance, on a quarterly basis. Said payments are due on or before the fifteenth (15th) day of September, December, March and June of each year. However, by mutual consent of the Board and the retiree, the retiree's share may be withheld from the retirement stipend in lieu of the quarterly payment required above.

Participation in the plan by retirees shall be governed by the terms of the plan.

9.03 Retirement Stipends for Those Hired Prior to July 15, 1991

A teacher who elects to retire at at least age of fifty five (55) Educators Teachers retiring under this program shall be paid an annual stipend of \$3,000 until the teacher dies, or has received the maximum of \$12,000 via these stipends.

9.04 Benefits for Retirees Hired After July 15, 1991 but Before July 1, 2011

Teachers Educators retiring under this program shall have the right to continue to participate in the group health (hospital-surgical) insurance, with single or family coverage, through the end of the month in which the retiree dies or fails to make payment for the premium, whichever occurs first.

The District shall pay 87.4% of the cost of such single or family coverage for each retiree for up to 48 months through the end of the month in which the retiree dies or becomes eligible for Medicare, whichever occurs first. The remainder of the premiums for such insurance shall be paid by the retiree to

the District Business Office, in advance, on a quarterly basis. Said payments are due on or before the fifteenth (15th) day of September, December, March and June of each year.

Participation in the plan by retirees shall be governed by the terms of the plan.

~~Teachers Educators~~ hired after July 15, 1991 shall not be eligible for an annual stipend.

SECTION 10. REIMBURSABLE ABSENCE

10.01 Yearly Increments, Limits, and Use

A professional employee shall be granted a maximum of the (10) days reimbursable absence in any one school year. The total accumulation of reimbursable absence shall be one hundred ten (110) days. This absence is granted for personal illness or injury with the Board having the right to request medical evidence of illness. Such reimbursable absence shall accrue at the rate of one (1) day per month, except in the case of first and second year ~~teacher-educators~~, who shall be credited with ten (10) days in September. In instances where a nonprobationary employee has exhausted his/her accumulated reimbursable absence for personal illness, the employee shall have deducted from his/her salary a sum equivalent to the cost to the Board of obtaining substitute ~~teacher-educators~~, until the employee can return to his/her duties or he/she is being covered under the disability insurance. New ~~teacher-educators~~ who leave the employ of the District prior to completion of their contract and who have been granted reimbursable absence in excess of the accrued rate shall have these excess days deducted from their salary in accordance with the present policy (10.03).

10.02 Granting Reimbursable Absence by Principal or District Administrator for Reasons Other Than Personal Illness or Personal Injury

Reimbursable absence may be granted for reasons other than personal illness or injury by the employee's building principal or the District Administrator. The denial for such request cannot be based on the employee's availability of a personal business day (10.08).

10.03 Criteria for Pay Loss

If an ~~teacher-educator~~ is absent for reasons other than the above or in excess of an accumulated reimbursable absence, except for personal illness, the reciprocal of the number of contract days times the basic contracted salary shall be deducted for each day of absence.

10.04 Termination of Rights to Reimbursable Absence

When an ~~teacher-Educator~~ leaves the employ of this District, all rights to reimbursable absence are terminated.

10.05 Pregnancy as an Illness

The Board shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom, as they would treat any personal illness or disability for all job related purposes.

10.06 Medical Clearance to Resume Duties After a Major Illness

Following major surgery, accident, or illness, medical clearances must be obtained before a resumption of teaching duties. The Board may, from time to time, require of an ~~teacher-educator~~ who is absent due to any personal illness or disability the submission of a written statement of intent to return to the job

as soon as physically able to do so. Any notice shall be considered received when sent by registered letter, return receipt requested, to the ~~teacher-educator's~~ last known address. Failure of an ~~teacher educator~~ to submit such statement within twelve (12) days of the receipt will result in termination of all rights and benefits to which such ~~teacher-educator~~ would otherwise be entitled due to such absence, unless such ~~teacher-educator~~ is determined to be unable physically and mentally to provide such written statement.

Any false representation hereunder may subject the ~~teacher-educator~~ to discipline including discharge.

10.07 Notice of Accumulated Reimbursable Absence Leave

The Board shall provide ~~teacher-educators~~ with access to reimbursable absence leave totals.

10.08 Personal Business Leave

Each ~~teacher-educator~~ employed in the District shall be allowed two (2) discretionary leave days per school year, equivalent to their normal duty day. The second of these days, if used, will be deducted from the ~~teacher-educator's~~ reimbursable absence leave and is not subject to reimbursement under Section 10.09. These leave days are subject to the following conditions:

A. Personal Business Leave Not Cumulative

They are not cumulative, but are in addition to all other types of reimbursable absence.

B. Advance Notice

The ~~teacher-educator's~~ principal or immediate supervisor shall be given forty-eight (48) hours advance notice and a lesson plan covering the period of absence shall be provided.

C. Teacher-Educator Priority

The choice of day shall be on a first request basis.

D. Building Allocation

The number of ~~teacher-educators~~ absent on Personal Business Leave from each building on any given day except the SWEIO Day shall not exceed:

High School	- 2	Barrie	- 1	Rockwell	- 1
Middle School	- 2	Purdy	- 1	Luther	- 1

There is no limit to the number of ~~teacher-educators~~ that may be absent on Personal Business Leave on the SWEIO Day.

E. Limited During the Last Ten Days of Instruction

No Personal Business Leave Days may be taken during the last ten (10) days of instruction of the school year.

10.09 Reimbursement for Unused Personal Day

Staff not utilizing their personal day in a school year will be reimbursed \$60 by the school district in their paycheck on the final day of June.

SECTION 11. LEAVES OF ABSENCE FOR EXTENDED TIME

11.01 Eligibility for Consideration

An ~~teacher-educator~~ who has been in the school system for a period of three (3) years or longer may be considered for up to a one (1) year leave of absence without pay subject to approval of the Board (except as provided in 11.02 below). An ~~teacher-educator~~ on approved leave must submit a written letter of intent to the District Administrator by February 28 if he or she does or does not intend to return. All benefits accrued at the time leave commenced shall be restored to the ~~teacher-educator~~ upon resumption of duties. A memorandum of understanding between the District and the ~~Teacher Educator~~ shall be issued as an addendum to the ~~Teacher-Educator's~~ individual contract for the term of the absence.

11.02 Maternity-Infant Rearing Leave

The Board shall grant a leave of absence without pay to any member of the bargaining unit for maternity-infant rearing reasons provided the employee desires it, and the conditions which follow are met. The request for such a leave shall be made in writing and must be given to the District Administrator at least forty-five (45) calendar days prior to the commencement of the leave. (The Board may request a physician's certification of the pregnancy of the expectant mother prior to granting this leave.) The leave must satisfy the following requirements: (1) It must have a single specified starting date and a single specified ending date, with the entire period of time between them being part of that leave. (2) It must begin no more than six (6) months after the birth of the employee's child. (3) It must end concurrently with the last day of a quarter or semester on the school calendar in effect at that time. (4) It must not exceed one (1) calendar year in duration. The Board shall have no right to insist that an ~~teacher-educator~~ apply for or take a leave of absence as a result of this clause, and any employee who is eligible to request a leave of absence under this clause shall not be denied any benefits resulting from other parts of this *Employee Handbook* (including reimbursable absence) or any applicable law, regardless of whether or not they request a leave of absence under this subparagraph.

An ~~teacher-educator~~ who has applied for and has been granted a leave of absence under this clause shall be reinstated, without loss of unused reimbursable absence days, or other accrued benefit(s), at the end of said leave unless the ~~teacher-educator~~ refuses to sign an individual contract with the District by the date specified in Section 118.22 of Wisconsin Statutes if teaching duties are to resume at the beginning of the fall semester.

11.03 Retaining ~~Teacher-Educator~~ Status While on Leave

An ~~teacher-educator~~ on leave shall be required to accept the ~~teacher-educator's~~ contract for the ensuing year in writing pursuant to the requirement of Section 118.22 of Wisconsin Statutes to be eligible to retain ~~teacher-educator~~ status, except as provided in 11.02 above. Unless the ~~teacher-educator~~ on leave has notified the District of a different address, the District's mailing of a contract for the ensuing year to the ~~teacher-educator's~~ address as it appears in the ~~teacher-educator's~~ personnel file shall constitute delivery thereof.

SCHOOL DISTRICT OF



F O R T • A T K I N S O N

PART III –

NON-EXEMPT STAFF WITHOUT INDIVIDUAL
CONTRACTS UNDER

§ 118.22, WIS. STATS.

OR § 118.24, WIS. STATS.



Fort Atkinson, Wisconsin 53538

**NON-INSTRUCTIONAL STAFF LETTER OF INTENT
2014-2015**

To:

FROM: Dr. Jeff Zaspel, District Administrator

RE: Anticipated Assignment for the 2014-2015 School Year

You are hereby placed on notice that the District intends to employ you for the 2014-2015 school year under the same or similar terms as you are currently employed.

Your specific work assignment may vary and is, of course, subject to the terms and conditions of the District's employee handbook and Board policies and procedures. This letter should not be considered as a contract or guarantee of employment but rather as a reasonable assurance of our present intention to employ you in a similar capacity for the 2014-2015 term.

Please contact me if you have any questions or concerns or if you do not intend to return to a position in the District for the 2014-2015 school year.

Jeffrey P. Zaspel, Ed. D.

Dr. Jeff Zaspel, Ed. D
District Administrator

SECTION 1. DISCIPLINE AND DISCHARGE

1.01 Length of Probationary Period

All newly hired employees shall be considered probationary until they have completed ninety (90) work days at least forty-five (45) work days of which must be when school is in session.

1.02 Standard for Discipline and Termination

- A. Probationary Employee: Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. Such discipline or termination shall not be subject to the grievance procedure provisions of this *Handbook*.
- B. Non-Probationary Employee: A non-probationary employee may be disciplined or terminated for "just cause." Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*.

1.03 Representation

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

1.04 Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in an employee's personnel file.

SECTION 2. HOURS OF WORK AND WORK SCHEDULE

2.01 Letter of Appointment

Each employee working less than twelve (12) months shall be issued an annual letter of appointment that shall be consistent with, but subservient to, this *Handbook* and Board policy, before the last student contact day of the school year. Specific assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held.

2.02 Regular Workday and Starting and Ending Times

Because of different schedule requirements, employee's starting, lunch, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours, break periods, and lunch periods. The regular schedule may be changed from time to time; however, one (1) week advance notice shall be given all employees so affected.

2.03 Regular Work Week

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

2.04 Part-time Employees

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

2.05 Additional Hours and Overtime - Approval and Assignment

A. Approval: In order for an employee to work beyond his or her scheduled hours in any week, prior approval must be obtained from the immediate supervisor. To be eligible for the overtime and/or extra hours the assignment must not conflict with the employee's scheduled work hours.

B. Assignment: Overtime assignments will be filled using volunteers first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the overtime, the District may assign the work on a rotating basis by building within the applicable job classification. Emergency overtime assignments, situations which may cause harm to students, staff, the community or District property, shall be assigned at the discretion of the District.

C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week includes sick, vacation, holiday, or personal leave time. The reason for overtime must be indicated on the employee's time sheet. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Monday and ending at 11:59 p.m. on Sunday.

2.06 Compensatory Time Off

Employees who work overtime may, upon mutual agreement between the employee and their supervisor, receive compensatory time off for such work in lieu of cash payment. Compensatory time off shall accrue at the rate of one and one-half (1½) hours for each overtime hour worked, but shall not exceed one hundred sixty (160) hours payable as two hundred forty (240) hours of compensatory time, at any time. Employees who have accrued two hundred forty (240) hours of compensatory time may earn additional compensatory time during the payroll year when their accrual is reduced below two hundred forty (240) hours.

Such accrued compensatory leave time shall be taken at a mutually agreeable time.

On the first pay period of December, all compensatory time accrued which was not taken as compensatory leave shall be paid out in cash, except that at the employee's discretion, employee's may carry over up to one hundred (100) compensatory hours.

2.07 Lunch Period

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

2.08 Breaks

Employees who work four (4) or more hours per day shall be entitled to one (1) fifteen (15) minute break in their schedule of hours. Employees who work seven (7) or more hours shall be entitled to a second fifteen (15) minute paid break.

2.09 Emergency School Closings

If school is closed for reasons of any emergency, employees will not be expected to report to work and therefore will not be paid. However, certain employees may be designated in advance that in the event of such emergencies, they are to report to work when school is closed. If so designated they will work and will be paid. No one, however, is asked to risk personal injury in order to report to work.

Employees who do not report to work will have the option to take the day without pay, make up the time lost anytime prior to June 15 of that school year, or utilize a personal day, vacation day, or compensatory time from any available accumulation for purposes of maintaining pay status. The make-up of time is subject to the approval of his/her supervisor and the availability of work. Alternatives to this provision may be offered by the District Administrator due to unusual circumstances.

2.10 Call-In Pay

Employees called or scheduled back to work after their normal quitting time shall receive no less than two (2) hours of pay for such work. A second call back within the two (2) hour period starting with the previous call back shall not entitle the employee to an additional two (2) hours of pay.

2.11 Shift Pay Differential

Twelve month employees that are required to start work between

- 1:00 p.m. - 2:59 p.m. shall receive additional 2% Shift Differential.
- 3:00 p.m. - 6:59 p.m. shall receive additional 3% Shift Differential.
- 7:00 p.m. - 3:59 a.m. shall receive additional 4% Shift Differential.

2.12 Attendance at Meetings

Employees required to attend meetings called or scheduled by the Employer shall be paid for all hours spent in attendance at such meetings, if such meetings are held when the employee would not regularly be on duty.

SECTION 3. REDUCTION IN FORCE, POSITIONS & HOURS

3.01 Reasons for Reduction

The Employer shall have the right to reduce the number of jobs or hours in a job in any classification and/or department.

3.02 Notice of Reduction

Employees who are affected by a reduction shall be given at least a thirty (30) calendar day written notice prior to their last date of employment.

3.03 Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial reduction in accordance with the following steps:

A. Step 1 – Retirements and Resignations

Normal attrition resulting from employees retiring or resigning will be relied upon to the extent it is administratively feasible.

B. Step 2 – Volunteers

Volunteers for reduction shall be utilized next. Requests for volunteers will be sent to applicable employee groups. The District will provide the volunteer(s) with a notice of reduction. An employee who volunteers to be reduced under this section will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the applicable employee group are qualified to perform the remaining work. Volunteers will be treated as a District directed termination under this section of the *Handbook*.

C. Step 3 – Termination

The District will provide the employee(s) with a notice of reduction and shall not contest any claims for unemployment benefits arising as a result.

SECTION 4. ASSIGNMENTS, VACANCIES AND TRANSFERS

4.01 District Ability to Determine Job Description

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

4.02 Job Posting

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally simultaneously for a minimum of ten (10) calendar days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period.

Vacancies will be posted on the District's website. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the tentative work hours of the position, the rate of pay for the position, and the qualifications required for the position.

4.03 Interview Considerations

An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position, and, if qualified, may be awarded the position. Consideration will be given to an employee's experience, abilities, aptitudes and length of service.

4.04 District Ability to Select the Most Qualified Applicant

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

4.05 Trial Period

A District employee who is selected for a vacancy will serve a trial period in the new position. The trial period will be for fourteen (14) calendar days. Prior to the expiration of the trial period, either the employee or employer may declare the trial period unsatisfactory and the employee shall return to his/her former position. The decision to return the employee to his/her former position is not subject to the grievance procedure.

SECTION 5. PAID VACATION

5.01 Notice

Each employee shall have access to their total number of vacation days via the District's software system.

5.02 Eligibility

Employees must work four (4) or more hours per day to be eligible for paid vacation.

5.03 Twelve Month Employees

Twelve month employees shall be entitled to annual paid vacations as hereinafter provided. Employees shall be allowed to accrue vacation on the following anniversary date basis:

1. Upon initial hire, three (3) days of paid vacation.
2. After completion of one (1) year of employment, five (5) days of paid vacation.
3. After completion of two (2) years of employment, ten (10) days of paid vacation.
4. After completion of five (5) years of employment, eleven (11) days of paid vacation.
5. After completion of seven (7) years of employment, twelve (12) days of paid vacation.
6. After completion of eight (8) years of employment, thirteen (13) days of paid vacation.
7. After completion of nine (9) years of employment, fourteen (14) days of paid vacation.
8. After completion of ten (10) years of employment, fifteen (15) days of paid vacation.
9. After completion of eleven (11) years of employment, sixteen (16) days of paid vacation.
10. After completion of thirteen (13) years of employment, seventeen (17) days of paid vacation.
11. After completion of fifteen (15) years of employment, eighteen (18) days of paid vacation.

12. After completion of seventeen (17) years of employment, nineteen (19) days of paid vacation.
13. After completion of nineteen (19) years of employment, twenty (20) days of paid vacation.

5.04 Less than Twelve Month Employees

Less than twelve month employees shall be entitled to annual paid vacations as hereinafter provided. Employees working less than twelve (12) months who are otherwise eligible for vacations may request to use up to three (3) days of vacation during the school year. Unused accumulated vacation shall be paid out to the Employee on the last payroll in June. Employees shall be allowed to accrue vacation on the following annual basis each July 1:

1. In the first year of employment, employees shall earn a pro-rated amount of vacation up to four (4) days based upon the number of months worked prior to the following July 1. This shall be calculated based on the first of the month following the employees start date.
2. After completion of one (1) year of employment, four (4) days of paid vacation.
3. After completion of two (2) years of employment, eight (8) days of paid vacation.
4. After completion of five (5) years of employment, nine (9) days of paid vacation.
5. After completion of seven (7) years of employment, ten (10) days of paid vacation.
6. After completion of eight (8) years of employment, eleven (11) days of paid vacation.
7. After completion of nine (9) years of employment, twelve (12) days of paid vacation.
8. After completion of ten (10) years of employment, thirteen (13) days of paid vacation.
9. After completion of eleven (11) years of employment, fourteen (14) days of paid vacation.
10. After completion of thirteen (13) years of employment, fifteen (15) days of paid vacation.
11. After completion of fifteen (15) years of employment, sixteen (16) days of paid vacation.
12. After completion of seventeen (17) years of employment, seventeen (17) days of paid vacation.
13. After completion of nineteen (19) years of employment, eighteen (18) days of paid vacation.

14. After completion of twenty-one (21) years of employment, nineteen (19) days of paid vacation.
15. After completion of twenty-three (23) years of employment, twenty (20) days of paid vacation.

5.05 Scheduling of Vacation

Vacation time may be taken in full blocks, or in shorter blocks not less than one half day as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days notice may be approved by the District Administrator and/or his/her designee. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period, but the District Administrator and/or his/her designee shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives.

5.06 Vacation Accumulation

An employee may carry over a total of up to five (5) vacation days from the prior year to the next year's vacation amount with approval of the District Administrator and/or his/her designee. Vacation days, in excess of the days carried over above, not used by the end of the applicable twelve month period shall be forfeited.

Vacation Impact of Part-Time and Full-Time Changes

1. Accumulated Vacation – Employees who have a change to their part-time or full-time status shall have their accumulated vacation recalculated or paid out. For a move to a position that is eligible for vacation the following method will be used to recalculate such accumulated vacation:
 - a. Any accumulated vacation days will be converted to hours for the position the employee is leaving and then converted back to days for the position the employee is entering.

5.07 Payment upon Termination/Transfer to a Position Not Eligible for Vacation

Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in his or her accumulation, as well as a pro-rated amount of the vacation that the employee would have received upon his/her next anniversary. Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee's termination and will be remitted on the final paycheck.

5.08 Holidays during Vacation

Should a paid holiday fall during an employee's vacation period, the employee shall not be deducted a vacation day for such holiday.

SECTION 6. HOLIDAYS

6.01 Holidays Defined

Twelve (12) month employees shall be paid for the following holidays on a prorated basis determined by the average hours of work per day in a work week:

- | | |
|---|----------------------------------|
| 1. January 1 | 7. Thanksgiving |
| 2. Good Friday | 8. Friday following Thanksgiving |
| 3. Memorial Day | 9. December 24 |
| 4. Independence Day | 10. December 25 |
| 5. One day the week of Independence Day | 11. December 31 |
| 6. Labor Day | |

Less than twelve (12) month employees shall be paid for the following holidays on a prorated basis determined by the average hours of work per day in a work week:

- | | |
|-----------------|----------------------------------|
| 1. January 1 | 6. Friday following Thanksgiving |
| 2. Good Friday | 7. December 24 |
| 3. Memorial Day | 8. December 25 |
| 4. Labor Day | 9. December 31 |
| 5. Thanksgiving | |

6.02 Holidays Falling on Weekends or Student Contact Days

When any of the above mentioned holidays fall on a Sunday, the following Monday shall be considered the holiday, unless school is in session. When the holiday falls on a Saturday, employees shall take the holiday on Friday, unless school is in session. If Friday and Saturday are holidays, then the holiday shall be celebrated on Thursday and Friday, unless school is in session. If Sunday and Monday are holidays, then the holiday shall be celebrated on Monday and Tuesday, unless school is in session. Then the employee shall have a compensatory time off to be selected by the employee, subject to the Employer’s approval.

6.03 Work on a Holiday

Employees required to work on a holiday shall receive double (2) time pay.

6.04 Holidays during Vacation

Should a paid holiday fall during an employee's vacation period, the employee shall not be deducted a vacation day for such holiday.

SECTION 7. WAGE COMPENSATION AND EXPENSES

7.01 Wage Schedule (To Be Completed)

Appendix __, Wage Schedule, shall be attached hereto.

7.02 New Employee Wage Schedule Placement (To Be Completed)

- A. New employee placement – New employees shall be placed on the wage schedule at the discretion of the District.

7.03 Out-of-Classification Pay

Employees who perform the work of a higher classification as a total replacement shall receive the

higher rate of pay based upon his/her years of experience. An eligible employee must perform these duties for one complete day at his/her normal rate of pay before payment at the higher rate begins on the second day, and all days so assigned thereafter whether consecutive or not, for the remainder of the school year. The minimum unit of pay will be the regularly schedule work hours for the day.

7.04 Rate of Pay upon Promotion (To Be Completed)

7.05 Uniforms, Protective Clothing and Tools

Employees of the District may, at the discretion of the District, be required to wear a uniform, protective footwear and/or equipment while on the job. The District shall furnish such items as needed on a schedule established by the District. Upon severance of employment the District may require the employee to return District purchased items.

SECTION 8. JOB RELATED TRAINING AND LICENSURE

8.01 In-Service Training

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

8.02 Job-Related Education and Training

From time to time, the School District may require certain employees to acquire and maintain special certifications. In this case, the School District will cover the cost of required training and license fees. The School District will determine which licenses are required and which employees will obtain them. No employee will be reimbursed for training, license acquisition or renewal unless prior written approval has been given by the employee's supervisor.

SECTION 9. EMPLOYEE EVALUATIONS

9.01 Evaluation

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

9.02 Procedures and Instruments

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

9.03 Frequency

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

9.04 Receipt of Evaluation

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

9.05 Comments, Disputes

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

9.06 Evaluators

The Employer shall have the sole right to determine whether or not employees shall be evaluated and by which supervisory personnel. When an ~~teacher-educator~~ works with an instructional assistant, the ~~teacher-educator~~ may be requested to provide objective input for consideration by the administrator who is evaluating the instructional assistant.

SECTION 10. RESIGNATION FROM EMPLOYMENT

10.01 Notice of Termination of Employment

Employees who terminate their employment with at least ten (10) working days written notice or who are terminated by the Employer, shall receive pay for all accrued earned vacation. If an employee has overused the holiday, sick or vacation time earned, the employee will have an amount equal to the value of that overused leave withheld from his or her last paycheck. The District's obligation to pay its share of the employee's insurance benefits will terminate at the end of the month in which the employee works his/her last day. Any employee who breaches this Article shall, at the District's discretion, forfeit any accrued benefits.

SECTION 11. INSURANCES

11.01 Eligibility

Eligibility of an employee for coverage under the District's insurance policies shall be governed by the individual insurance policy as agreed to by the District with the insurer. All employees working at least four (4) hours per day and twenty (20) hours per week within the normal school year are entitled to benefits as contained in this section.

11.02 Dental Insurance

The Employer shall pay the full cost of a single or family dental insurance plan.

11.03 Health Insurance

The District will pay eighty-seven and four-tenths percent (87.4%) of the health plan for full time employees. For part-time employees hired after June 30, 2006, the District shall pay a pro rata share of the eighty-seven and four-tenths percent (87.4%).

11.04 Life Insurance

The Board of Education shall pay ninety percent (90%) of the premium for an approved life insurance policy. Each employee may elect to carry life insurance to the nearest five hundred dollars (\$500) of (but not to exceed) double his/her projected annual wage.

11.05 Long-Term Disability

The District will pay one hundred percent (100%) of the long-term disability insurance policy premium.

11.06 Short-Term Disability

The Board shall provide short-term disability insurance to eligible employees at the employee's expense. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

11.07 Employees' Coverage

All insurances shall commence on the first of the month following start of duties within a position that is eligible for the benefits outlined in this section.

SECTION 12. REIMBURSABLE ABSENCE

Twelve (12) month employees shall earn twelve (12) reimbursable absences annually. Less than twelve (12) month employees shall earn ten (10) reimbursable absences annually. Employees shall be able to accumulate up to one hundred twenty (120) days of reimbursable absence. Such leave is for personal illness or injury. Employees who move from a part-time to a full-time position shall have their accumulated reimbursable absence days recomputed on the basis of full-time equivalency.

Such absence is granted at the discretion of the Superintendent (or Superintendent's designee) for the following reasons:

1. Serious illness or serious injury of any immediate member of the family;
2. Death in the family or of a friend for the purpose of attending the funeral;
3. Court appearances other than personal court infractions;
4. Other unavoidable circumstances;
5. Leave for convention or visits for vocational improvement.
6. One day per year may be used for personal reasons. If not used by July 1, said personal leave may accumulate to the following year (so that two days may be used in one year). If the personal leave is not used by the following July 1, the days shall be credited in the total accumulation of reimbursable absence days.

The District Administrator may, at his/her discretion, request a statement from a doctor as to the type and extent of illness of an employee and/or the member of the immediate family, the length of time necessary for the leave and other relevant information as may be deemed necessary by the District Administrator.

Upon termination of employment for reasons other than retirement, death, or permanent disability, the right to accumulated paid sick leave shall automatically terminate. Employees who die, retire, or become permanently disabled shall receive payment of an amount equivalent to the value of the unused sick leave which the employee has accrued as described in this section. Such monies shall be paid out through an IRS approved 125 plan that has a cash option. Cash Option: Each Participant may elect to receive taxable cash compensation which shall include a payment, in lieu of Benefit coverage, in an amount to be determined by the Plan Administrator.

1. At Death or Permanently Disabled (while actively employed):

One hundred percent (100%) of accumulated credit up to ninety (90) days to be paid in a lump sum.

2. At Least Sixty-Two (62) Years of Age and Fifteen (15) or More Years of Service at Retirement (Also See Appendix D):

- With twenty (20) years of service, or at age sixty-five (65), whichever occurs first, one hundred percent (100%) of accumulated credit up to ninety (90) days;
- With nineteen (19) years of service, or at age sixty-four (64), whichever occurs first, ninety-four percent (94%) of accumulated credit up to ninety (90) days;
- With eighteen (18) years of service, or at age sixty-three (63), whichever occurs first, eighty-seven percent (87%) of accumulated credit up to ninety (90) days;
- With seventeen (17) years of service, or at age sixty-two (62), whichever occurs first, eighty-two percent (82%) of accumulated credit up to ninety (90) days;
- At age sixty-two (62) with fifteen (15) years of service, eighty-two percent (82%) of accumulated credit up to ninety (90) days.

3. Less Than Sixty-Two (62) Years of Age or Less Than Fifteen (15) Years of Service at Retirement (Also See Appendix D):

Prior to age sixty-two (62), or less than fifteen (15) years of service - nothing will be paid.

The amount described in this section shall be paid in annual installments over five (5) years or less. (Upon retirement, the number of years shall be declared.) The first installment payable on the first September 1 that follows severance with the District shall equal up to the amount, if any (taking into account the group health and dental plan coverage, if any, that the District provides to the employee), which the employee would be required to pay under the District's health and dental plans for that first year of coverage provided to him/her immediately before the day of retirement. The second installment, payable on the second September 1 that follows severance with the district, shall be determined in a similar fashion based on the costs of coverage for that second year of coverage. The installments shall continue each year until the total unused sick leave amount has been paid. Because the payments are made after severance of employment and in proportion to the number of days of unused sick leave, the District shall treat the payments as a bona fide severance plan.

Should the retired employee die after the beginning of this plan but before all monies have been expended, the remaining monies may be used by anyone covered under the insurance plans. Should there be no other covered individual, monies revert to the Estate.

SECTION 13. LEAVES OF ABSENCE FOR EXTENDED TIME

A leave of absence, without pay, may be granted to any employee because of personal circumstances upon the authority of the District Administrator. The request for the leave of absence shall be in writing. Any employee having secured such authorized leave of absence who returns to his/her employment in

accordance with the term of the leave, shall be entitled to the same rights and classifications held by him/her prior to his/her leave. Benefits shall not accrue while an employee is on an unpaid leave of absence, unless otherwise required by law.

SECTION 14. POST-EMPLOYMENT BENEFITS

For employees hired before July 1, 2011, employees who have been actively employed by the District for at least each of the last ten (10) years prior to retirement, and who retire at age sixty-two (62) or older, shall have seventy-five percent (75%) of their health insurance coverage paid by the Employer through the end of the month in which they die or become eligible for Medicare, whichever occurs first. The monies contributed by the Employer for insurance purposes shall be capped at one hundred twenty percent (120%) of the Employer's share of the insurance cost at the time of the employee's retirement. After becoming eligible for Medicare they will be allowed to remain in the group supplemental plan at their own expense until the end of the sixtieth (60th) month after becoming eligible for Medicare, or until their death, whichever occurs first.

Employees who are eligible at the time of retirement for District provided health insurance coverage but have opted out of District provided health insurance coverage while actively employed due to other coverage will be offered, at the time of retirement, a one-time option to enter into the retiree coverage provided by the District according to the stipulations as outlined in the preceding paragraph.

SCHOOL DISTRICT OF



F O R T • A T K I N S O N

PART IV –

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

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Nonrenewal for Administrators

Administrators employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.24, Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of section 118.24, Wis. Stats. and is not covered by the grievance procedure under this *Handbook*. The nonrenewal of an administrator is not a termination under section 1.02 below.

1.02 Standard for Discipline and Termination

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

- A. There is a factual basis for the discipline or termination: The factual basis must support a finding of administrator conduct in which the District has a disciplinary or termination interest; and
- B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

1.03 Disciplinary Materials

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

SECTION 2. JOB RESPONSIBILITIES

2.01 Professional Level of Competence

Administrators shall perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations and policies of the Board which now exist or which may be hereinafter enacted by the Board. The Board shall provide access to a copy of all rules, regulations and policies now in effect or becoming effective during the term of the administrator’s contract.

2.02 Devotion of Full-time to Job

Administrators shall devote full time to the duties and responsibilities normally expected of the administrator's position. Administrators shall not engage in any pursuit, or accept any other employment, which interferes with the proper discharge of the Administrator's duties and responsibilities.

2.03 Administrator License or Certificate

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

2.04 Job Description

The Board shall provide administrators with written job descriptions of each administrator's services, duties and obligations.

SECTION 3. WORK SCHEDULES

3.01 Work Schedules for Administrative Staff

Administrative staff work schedules are set by the District Administrator with the professional duties of each administrator taken into account in the setting of the work schedule. Each administrator's work schedule will be aligned with the days and term of employment specified in the administrator's individual contract. Administration schedules may vary because of staggered starting times and job responsibilities.

SECTION 4. PROFESSIONAL GROWTH

4.01 Requirement to Remain Current

The administrator agrees to participate in professional meetings and college level courses for the purpose of improving and stimulating the administrator's professional growth. Participation shall be in accordance with Board rules, policies, the administrator's contract and statutory requirements.

SECTION 5. ADMINISTRATOR EVALUATION

Administrator evaluation shall be conducted in accordance with Board Policy #225 – Evaluation of Administrators: <http://www.fortschools.org/schoolboard.cfm?subpage=512632>.

SECTION 6. PROFESSIONAL COMPENSATION

Each administrator shall be compensated in accordance with the terms of his or her individual contract.

SECTION 7. INSURANCES

Except as provided in individual administrator contracts, the following provisions shall apply.

7.01 Eligibility

Eligibility of an employee for coverage under the District's insurance policies shall be governed by the individual insurance policy as agreed to by the District with the insurer. An employee contracted to work less than 0.50 FTE shall not be eligible for any insurance coverages, except an employee working 15 hours or more per week may apply for Short-Term Disability Insurance.

7.02 Health Insurance

The District will pay eighty-seven and four-tenths percent (87.4%) of the health plan for full time employees. For employees contracted to work less than 1.0 FTE (full time equivalency), the District shall pay a pro rata share of the eighty-seven and four-tenths percent (87.4%).

7.03 Life Insurance

The District will pay one hundred percent (100%) of the life insurance policy premium. Each professional employee may elect to carry life insurance to the nearest five hundred dollars (\$500) of (but not to exceed) double his/her annual salary.

7.04 Long-Term Disability Insurance

The District will pay one hundred percent (100%) of the long-term disability insurance policy premium.

7.05 Short-Term Disability Insurance

The Board shall provide short-term disability insurance to eligible employees at the employee's expense. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

7.06 Dental Insurance

The District will pay one hundred percent (100%) of the dental insurance policy premium.

7.07 New Employees' Coverage

All insurances shall commence on the first of the month following start of duties.

SECTION 8. REIMBURSABLE ABSENCE

Administrators shall be entitled to twelve (12) sick leave days annually, cumulative to a total of 120 days.

SECTION 9. HOLIDAYS

Administrators shall be entitled to time off on those holidays designated by the Board.

SECTION 10. POST-EMPLOYMENT BENEFITS

Post-Employment Benefits for administrators shall be governed by Board Policy #222.3 – Retirement Program for Administrators (Employed Prior to July 1, 1997) which can be found at the following link: <http://www.fortschools.org/schoolboard.cfm?subpage=512629> and Board Policy #222.31 – Retirement Program for Administrators (Employed Between July 1, 1997 and June 30, 2011) which can be found at the following link: <http://www.fortschools.org/schoolboard.cfm?subpage=512630>

SCHOOL DISTRICT OF



F O R T • A T K I N S O N

PART V –

EXTRA-CURRICULAR STAFF

SECTION 1. ATHLETIC AND ACTIVITY ASSIGNMENTS

1.01 Letter of Assignment

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

- A. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. However, under no circumstances shall a Board member work as a coach, assistant coach, advisor, or assistant advisor to an extra-curricular activity (on either a paid or a volunteer basis).
- B. The stipend for extra-curricular activities shall be specified in the letter of assignment.
- C. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees, with respect to the assignment.

1.02 Payments

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

1.03 Work Schedule

Extra-curricular assignments may occasionally occur during part of an employee's regular workday in his/her other position(s) with the District (e.g., as an ~~teacher-educator~~). In such cases, the employee shall consult with the supervisor of his/her regular assignment to determine the appropriate course of action.

1.04 Evaluation of Extra-Curricular Assignments

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

1.05 Volunteers

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

- A. They must consent to a background check;
- B. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
- C. They accept direct and indirect supervision of the head coach;
- D. They will not be eligible for salary/wages, stipend, or benefits;
- E. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability

- insurance policy for claims made against volunteers by other volunteers or District employees;
- F. They will be responsible for their own personal injuries (i.e., ineligible for worker's compensation); and,
 - G. They may be dismissed at any time without cause.

1.06 Extra-Curricular Pay Schedule

The School District of Fort Atkinson is an equal opportunity employer. This pay schedule is designed to provide remuneration on an equal basis for men and women. The extra-curricular pay schedule can be found in Appendix B to this handbook. The positions on this schedule may be filled at the discretion of the Board. Not all positions listed may be filled.

SCHOOL DISTRICT OF



F O R T • A T K I N S O N

PART VI –
SUBSTITUTE EMPLOYEES

SECTION 1. ALL SUBSTITUTE EMPLOYEES

1.01 Pre-Employment Requirements

All new substitute staff hires will have to meet all new staff requirements, including but not limited to, a tuberculin test or chest x-ray, and a criminal background check.

SECTION 2. SUBSTITUTE ~~TEACHERS~~ PROFESSIONAL STAFF

2.01 Licensure and/or Permit

All substitute ~~teachers~~ professional staff shall have the necessary license and/or permit required by state law to serve in the substitute ~~teaching~~ assignment.

2.02 Training and Evaluation

Suitable programs of training, orienting and evaluating the work of substitute ~~teachers~~ professional staff may be provided by the instructional staff and/or the District as appropriate.

2.03 Assignment and Professional Responsibilities

- A. Assignments: Substitute ~~teachers~~ professional staff shall be assigned at the discretion of the District.
- B. A copy of the appropriate school policies, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule (bell schedule when applicable), name of any individual designated in charge of discipline, seating charts, class schedule and lesson plans for all classes to be taught shall be made available to the substitute ~~if applicable~~. School Board policies are available to the substitute via the District website.
- C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment
 1. A Substitute ~~teacher~~ professional staff may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute ~~teacher~~ list if the substitute demonstrates a pattern or practice of declining assignments.
 2. A substitute ~~teacher~~ who accepts a job by mistake or wishes to cancel a teaching assignment in advance of the current date may use the automated system without providing notification to the Administrator. A substitute ~~teacher~~ who wishes to cancel an assignment on the current date must inform the system administrator and the building secretary by phone. Any substitute ~~teacher~~ who abuses the cancellation privilege, in the District's discretion, may be removed from the substitute ~~call~~ list.
- D. Professional Responsibilities:

The professional responsibilities and duties of substitute ~~teachers~~ professional staff shall be consistent with the regular ~~teacher's~~ professional staff's responsibilities and duties for whom they are substituting. When a substitute is employed as a long-term substitute ~~teacher~~, or is employed at the end of the semester, and is expected to close out school records, do report cards, and inventories, he/she may be given up to one day to complete

these tasks if deemed necessary by the principal. The substitute ~~teacher~~ will be compensated at the applicable substitute ~~teacher~~ rate.

- E. Long-Term Substitute Assignment: When a substitute ~~teacher~~ is assigned for more than twenty (20) consecutive days in the same position, the long-term rates apply retroactive to the first day, unless such long-term is known in advance, in which case payment will begin on the first day.
- F. Substitute Teaching Day: Substitute's ~~teaching~~ day shall be defined by the ~~d~~District.

2.04 Compensation

- A. Daily Rate: Substitute ~~teachers professional staff~~ shall receive compensation for services rendered as provided in section 2.07.

2.05 Dismissal/Removal from Substitute List

Substitute ~~teachers professional staff~~ are casual employees and therefore have no expectation of continued employment. As such substitutes ~~teachers~~ may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitutes ~~teachers~~ may also be removed from the substitute ~~call~~ list at the discretion of the ~~d~~District.

2.06 Miscellaneous Provisions

- A. In-Service: Long-term substitutes ~~teachers~~ may be required to participate in new ~~teacher staff~~ orientation or ~~teacher~~ in-service day programs in the schools. Long-term substitutes ~~teachers~~ shall be paid at their applicable rate for in-service participation if the employer requires them to attend. The principal may, in his/her discretion, determine and notify the long-term substitute that he/she is not required to attend any in-service day(s) and will not be paid for that day.
- B. Mileage: Long-term substitutes ~~teachers~~ assigned and working for the District on the same day at more than one school or work location, shall be reimbursed mileage at the rate set forth in the *Handbook* for use of their personal automobile in traveling from one District work site to another.
- C. Duty Free Lunch: All full day substitutes ~~teachers~~ shall be provided with a daily duty-free lunch period of at least thirty (30) continuous minutes.
- D. In-service/Orientation: The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary. Substitutes ~~teachers~~ attending the in-service will not be compensated for their attendance.
- E. Online Services: Long-term substitutes will be provided ~~d~~District email accounts and network access.

2.07 Substitute ~~Teacher-Professional Staff~~ Pay Schedule

Regular Pay Scale:

1 day any classroom position	\$85 \$100 per day and \$50 \$60 per half day
2 to 5 days consecutively in the same classroom	\$90 / day

6 to 20 days consecutively in the same classroom	\$95 (retroactive to day 1)
21 or more days consecutively in the same classroom position . . .	\$170.94 \$174.23 per day prorated per FTE

Longevity Incentive:

~~The counting of days for the longevity rate starts at the beginning of each school year. Daily pay is automatically adjusted as indicated below. Days shown reflect the total number of days worked during the school year.~~

1 to 25 days	\$85 per day and \$50 per half day
26 to 50 days	\$90 per day and \$52 per half day
50+ days	\$95 per day and \$55 per half day

SECTION 3. SUPPORT STAFF SUBSTITUTES

3.01 Licensure and/or Permit

All support staff substitutes shall have the necessary license and/or permit required by state law to serve in the substitute assignment.

3.02 Training and Evaluation

Suitable programs of training, orienting and evaluating the work of substitute support staff may be provided by other ~~d~~District staff and/or the District as appropriate.

3.03 Assignment and Professional Responsibilities

- A. Assignments: Support staff substitutes shall be assigned at the discretion of the District.
- B. School Policies & Procedures: A copy of the appropriate school policies and procedures shall be made available to the substitute upon request.
- C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment
 - 1. A substitute may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute list if the substitute demonstrates a pattern or practice of declining assignments.
 - 2. A substitute who accepts a job by mistake or wishes to cancel an assignment in advance of the current date may use the automated system without providing notification to the Administrator. A substitute who wishes to cancel an assignment on the current date must inform the system administrator and the building secretary by phone. Any support staff substitute who abuses the cancellation privilege, in the District’s discretion, may be removed from the substitute call list
- D. Responsibilities: The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.

E. Substitute Service: The substitute's length of service will be determined by the District.

3.04 Compensation

- A. Licensed Substitutes Teachers: Licensed ~~substitutes~~ ~~teachers~~ who provide services in any substitute position shall receive compensation for services rendered as provided in section 2.07.
- B. Current District Aides: Aides who currently work in the ~~the~~ District and provide substitute services for other ~~the~~ District aide positions will receive their regular aide pay.
- C. Other Support Staff Substitutes: The District will review individual situations requiring support staff substitutes to determine the appropriate level of support needed and compensation.

3.05 Dismissal/Removal from Substitute List

Substitute employees are casual employees and therefore have no expectation of continued employment. As such substitute employees may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute employees may also be removed the substitute call list at the discretion of the ~~the~~ District.

3.06 Miscellaneous Provisions

- A. Duty Free Lunch: All full day support staff substitutes shall be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.
- B. In-service/Orientation: The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary. Substitutes attending the in-service will not be compensated for their attendance.

Online Services: Long-term support staff substitutes may be provided ~~the~~ District email accounts and network access

SCHOOL DISTRICT OF



F O R T • A T K I N S O N

APPENDICES

APPENDIX A: EMPLOYMENT POSTERS

Employee Protections Against Use of Honesty Testing Devices

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_10861_p.pdf

Employee Rights and Responsibilities

Under the Family and Medical Leave Act

English <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

Employee Rights Under the Fair Labor Standards Act

English <http://www.dol.gov/whd/regs/compliance/posters/minwagep.pdf>

Employee Rights under Wisconsin's Business Closing/Mass Layoff Notification Law

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9006_s_p.pdf

Federal Fair Labor Standards Act

<http://www.dol.gov/whd/regs/compliance/posters/wh1385State.pdf>

Hazardous Chemicals in the Workplace?

English <http://commerce.wi.gov/sb/docs/SB-PubSectSafHazardousPoster6894.pdf>

Hours and Times of Day Minors May Work in Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_p.pdf

Spanish https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_s_p.pdf

Notice to Employees About Applying for Wisconsin Unemployment Benefits

English <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7e.pdf>

Spanish <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7s.pdf>

Hmong <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7h.pdf>

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9116_p.pdf

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

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11054_p.pdf

Occupational Injuries and Illnesses Summary

English

http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=11301

OSHA Job Safety and Health

English <http://www.osha.gov/Publications/osha3165.pdf>

Spanish <http://www.osha.gov/Publications/osha3167.pdf>

Public Employee Safety and Health

English <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

Retaliation Protection for Health Care Workers

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_12210_p.pdf

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

<http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>

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

English http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf#Non-Federal

Your Rights Under USERRA

The Uniformed Services Employment and Reemployment Rights Act

English http://www.dol.gov/vets/programs/userra/userra_private.pdf

Wisconsin Fair Employment Law

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_s_p.pdf

Wisconsin Family and Medical Leave Act

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_s_p.pdf

Wisconsin Minimum Wage Rates

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_s_p.pdf

APPENDIX B: SCHOOL DISTRICT OF FORT ATKINSON EXTRA-CURRICULAR PAY SCHEDULE

Extra-Curricular Base for Pay Schedule = **\$31,965**

<u>Position</u>	<u>Years of Experience in Position</u>					
	<u>0 & 1 Year</u>		<u>2 & 3 Years</u>		<u>4+ Years</u>	
	<u>% of Base</u>	<u>\$ Amount</u>	<u>% of Base</u>	<u>\$ Amount</u>	<u>% of Base</u>	<u>\$ Amount</u>
Football						
Head Coach	11.0%	\$3,516	12.5%	\$3,996	15.0%	\$4,795
Assistant Coach	7.2%	\$2,301	8.1%	\$2,589	9.8%	\$3,133
Freshman Coach	6.6%	\$2,110	7.5%	\$2,397	9.0%	\$2,877
Cross Country						
Head Coach	7.0%	\$2,238	8.0%	\$2,557	9.5%	\$3,037
Assistant Coach	4.6%	\$1,470	5.2%	\$1,662	6.2%	\$1,982
Basketball						
Head Coach	11.0%	\$3,516	12.5%	\$3,996	15.0%	\$4,795
Assistant Coach	7.2%	\$2,301	8.1%	\$2,589	9.8%	\$3,133
Freshman Coach	6.6%	\$2,110	7.5%	\$2,397	9.0%	\$2,877
7th & 8th Grade Coach	5.0%	\$1,598	5.7%	\$1,822	6.8%	\$2,174
Wrestling						
Head Coach	11.0%	\$3,516	12.5%	\$3,996	15.0%	\$4,795
Assistant Coach	7.2%	\$2,301	8.1%	\$2,589	9.8%	\$3,133
Freshman Coach	6.6%	\$2,110	7.5%	\$2,397	9.0%	\$2,877
7th & 8th Grade Coach	5.0%	\$1,598	5.7%	\$1,822	6.8%	\$2,174
Swimming						
Head Coach	11.0%	\$3,516	12.5%	\$3,996	15.0%	\$4,795
Assistant Coach	7.2%	\$2,301	8.1%	\$2,589	9.8%	\$3,133
Volleyball						
Head Coach	7.0%	\$2,238	8.0%	\$2,557	9.5%	\$3,037
Assistant Coach	4.6%	\$1,470	5.2%	\$1,662	6.2%	\$1,982
Freshman Coach	4.2%	\$1,343	4.8%	\$1,534	5.7%	\$1,822
7th & 8th Grade Coach	3.3%	\$1,055	3.7%	\$1,183	4.5%	\$1,438
Soccer						
Head Coach	7.0%	\$2,238	8.0%	\$2,557	9.5%	\$3,037
Assistant Coach	4.6%	\$1,470	5.2%	\$1,662	6.2%	\$1,982
Baseball						
Head Coach	8.0%	\$2,557	9.1%	\$2,909	10.9%	\$3,484
Assistant Coach	5.2%	\$1,662	5.9%	\$1,886	7.1%	\$2,270
Freshman Coach	4.8%	\$1,534	5.5%	\$1,758	6.6%	\$2,110
Softball						
Head Coach	8.0%	\$2,557	9.1%	\$2,909	10.9%	\$3,484
Assistant Coach	5.2%	\$1,662	5.9%	\$1,886	7.1%	\$2,270
Freshman Coach	4.8%	\$1,534	5.5%	\$1,758	6.6%	\$2,110
Golf						
Head Coach	7.0%	\$2,238	8.0%	\$2,557	9.5%	\$3,037
Assistant Coach	4.6%	\$1,470	5.2%	\$1,662	6.2%	\$1,982

Years of Experience in Position

Position	0 & 1 Year		2 & 3 Years		4+ Years	
	% of Base	\$ Amount	% of Base	\$ Amount	% of Base	\$ Amount
Track						
Head Coach	9.7%	\$3,101	11.0%	\$3,516	13.2%	\$4,219
Assistant Coach	6.3%	\$2,014	7.2%	\$2,301	8.6%	\$2,749
7th & 8th Grade Coach	3.3%	\$1,055	3.7%	\$1,183	4.5%	\$1,438
Tennis						
Head Coach	7.0%	\$2,238	8.0%	\$2,557	9.5%	\$3,037
Assistant Coach	4.6%	\$1,470	5.2%	\$1,662	6.2%	\$1,982
Middle School Athletic Director	4.0%	\$1,279	4.6%	\$1,470	5.5%	\$1,758
Intramural Director						
High School	3.3%	\$1,055	3.9%	\$1,247	4.8%	\$1,534
Middle School	3.0%	\$959	3.6%	\$1,151	4.5%	\$1,438
Weight Room Supervisor/ Equipment Manager	7.2%	\$2,301	8.1%	\$2,589	9.8%	\$3,133
Cheer/Pom Coach						
High School	4.0%	\$1,279	5.0%	\$1,598	6.0%	\$1,918
Middle School	3.0%	\$959	3.6%	\$1,151	4.1%	\$1,311
High School						
Instrumental Director	7.0%	\$2,238	8.0%	\$2,557	9.5%	\$3,037
Vocal Director	7.0%	\$2,238	8.0%	\$2,557	9.5%	\$3,037
High School & Middle School						
Orchestra Director	5.5%	\$1,758	6.3%	\$2,014	7.5%	\$2,397
Middle School & Elementary						
Instrumental Director	5.5%	\$1,758	6.3%	\$2,014	7.5%	\$2,397
Vocal Director	4.1%	\$1,311	4.7%	\$1,502	5.6%	\$1,790
Show Choir	3.5%	\$1,119	4.0%	\$1,279	4.8%	\$1,534
Jazz Band	3.5%	\$1,119	4.0%	\$1,279	4.8%	\$1,534
Forensics						
Director	4.1%	\$1,311	4.7%	\$1,502	5.6%	\$1,790
Asst. High School Director	2.7%	\$863	3.0%	\$959	3.6%	\$1,151
Middle School Director	3.5%	\$1,119	4.0%	\$1,279	4.8%	\$1,534
Middle School Drama Director						
Two Plays	7.0%	\$2,238	8.0%	\$2,557	9.5%	\$3,037
High School Play/Musical						
Drama Director	3.5%	\$1,119	3.9%	\$1,247	4.8%	\$1,534
Music Director	3.5%	\$1,119	3.9%	\$1,247	4.8%	\$1,534
Business Manager (Per Play/Musical)	1.0%	\$320	1.1%	\$352	1.4%	\$448
Technical Director	3.5%	\$1,119	3.9%	\$1,247	4.8%	\$1,534
Debate						
Head Coach	7.0%	\$2,238	8.0%	\$2,557	9.5%	\$3,037
Assistant Coach	4.6%	\$1,470	5.2%	\$1,662	6.2%	\$1,982

APPENDIX C: NOTICE OF PRIVACY PRACTICES

NOTICE OF PRIVACY PRACTICES REQUIRED NOTIFICATION

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

PLEASE REVIEW IT CAREFULLY.

THE DISTRICT'S LEGAL DUTIES

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

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

This Notice takes effect on July 1, 2012 and remains in effect until the District replaces it. You may request a copy of this Notice at any time or you may view it on the District's website. For more information about our privacy practices, or for additional copies of this Notice, please contact the individual designated at the end of this Notice.

USES AND DISCLOSURES

The District may use and disclose your health information for the following purposes:

Treatment: The District may use and disclose your protected health information to provide, coordinate, or manage your health care and any related services with a physician or other health care provider. For example, the District may disclose to a treating neurologist the name of your treating general physician so that the neurologist may request medical records from the treating general physician.

Payment: The District may use and disclose your protected health information to determine and to fulfill coverage responsibilities and to provide benefits under the District’s health plan. The District may also use and disclose your protected health information to obtain or provide reimbursement for benefits provided. For example, a third-party administrator may send you a detailed bill or explanation of benefits form, which may include information that identifies you, your diagnosis, and the procedures that you received.

Healthcare Operations: The District may use and disclose your protected health information for certain administrative, financial, legal, and quality improvement activities necessary to run our business and to support the core functions of treatment and payment. For example, such activities could include, but are not limited to, underwriting and other activities relating to the creation, renewal, or replacement of a contract for health benefits. Such activities also include sharing your protected health information with third party “business associates” that perform various activities for us.

Family and Representatives: The District must disclose your protected health information to you, as described in the Individual Rights section of this Notice. The District may disclose your health information to a family member, friend or other personal representative formally designated by you or by law to the extent necessary for the proper provision or payment of healthcare.

Persons Involved in Your Care: The District may use or disclose protected health information to notify, or assist in the notification of (including identifying or locating) a family member, a personal representative of the individual, or another person responsible for the care of the individual of the individual’s location, general condition, or death. If you are present, you will have the opportunity to object to such use or disclosure of your protected health information. If you are not present, or the opportunity to agree or object cannot be provided due to incapacity or emergency, the District, in the exercise of professional judgment, may determine whether the disclosure is in your best interest. The District may use professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to act on your behalf to receive protected health information.

Business Associates: The District may disclose protected health information to business associates that perform services on behalf of the District. To protect the privacy of your health information, the District will contractually require business associates to maintain appropriate safeguards to protect your protected health information.

Abuse or Neglect: The District may disclose protected health information about an individual whom we reasonably believe to be a victim of abuse, neglect, or domestic violence to a government authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect, or domestic violence.

Health Oversight Activities: With certain exceptions, the District may disclose your protected health information to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or

disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight of specified programs.

Public Health Activities and Related Purposes: The District may disclose your protected health information to public health authorities authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions. In addition, the District may disclose protected health information to a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect. The District may also disclose your protected health information to a person subject to the jurisdiction of the Food and Drug Administration (FDA) with respect to an FDA-regulated product or activity for which that person has certain responsibilities.

Required by Law: The District may use or disclose protected health information to the extent that federal, state or local law requires such use or disclosure and the use or disclosure complies with, and is limited to, the relevant requirements of such law.

Judicial and Administrative Proceedings: The District may disclose protected health information in the course of any judicial or administrative proceeding: 1) in response to an order of a court or administrative tribunal, or 2) in response to a subpoena, discovery request, or other lawful process.

Law Enforcement Purposes: The District may disclose your protected health information to assist law enforcement officials in the performance of their law enforcement duties and as required or permitted by law.

Workers' Compensation: The District may disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs that provide benefits for work-related injuries or illness without regard to fault.

Health and Safety: The District may, consistent with applicable law and standards of ethical conduct, use or disclose protected health information, if we, in good faith, believe the use or disclosure will avert a serious threat to health or safety of a person or the public.

Plan Sponsor: The District may disclose your protected health information to district officials as needed to fulfill our administrative responsibilities relating to the district's Health Care Plan.

National Security: The District may use and disclose the protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission, if the appropriate military authority has published by notice the appropriate information. The District may also disclose, to authorized federal officials, health information required for lawful intelligence, counterintelligence, and other national security activities. The District may

disclose to a correctional institution or law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual upon a showing of necessity.

INDIVIDUAL RIGHTS

Access: You have a right to inspect and obtain a copy of protected health information about you, with exceptions, for so long as the District maintains the information. Requests for access must be made in writing and sent to the contact person at the end of this Notice. Requests for copies must be made in writing and sent to the contact person listed at the end of this Notice. You may request the information in a format other than hard copies and the District will comply with your request if practicable. You will be charged a reasonable cost-based fee for expenses such as copies, labor, postage, and preparation fees for a summary of the health information if you request one. The District may deny requests in certain cases. You have a right to request a review of certain denials of access.

Restriction: You have the right to request additional restrictions on the use and disclosure of your protected health information. Any such request must be made in writing and must state the specific restriction requested and to whom that restriction would apply. The District is not required to agree, but if it does, the District will not use or disclose, except in certain emergencies, protected health information in violation of the restriction.

Confidential Communications: You have the right to request that the District communicate with you regarding your protected health information by alternative means or at alternative locations. Your request must be in writing and must specify an alternative address or other method of contact. The District will accommodate reasonable written requests if you clearly state that the disclosure of all or part of your protected health information could endanger you.

Amendment: You have the right to request that the District amend your protected health information, if that information is in error. Your request must be in writing state the reason for your request. If your request is denied, you have a right to submit a written statement disagreeing with the denial. The District has the right to issue a rebuttal to your statement, in which case, a copy will be provided to you.

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

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

Electronic Notice: If you receive this Notice electronically, you may still obtain a paper copy upon request to the contact person listed at the end of this Notice.

COMPLAINTS

You have the right to file a complaint if you believe your privacy rights have been violated. You may file a complaint by writing to the District's Privacy Officer (*see Contact Information, below*). You may also file a complaint with the Department of Health and Human Services. You will not be retaliated against for filing a complaint.

CONTACT INFORMATION

For further information about the District's privacy policies, please contact:

~~John Peterson~~ Mary Burke
Director of Special Education & Pupil Services
201 Park Street
Fort Atkinson, WI 53538
920.563.7804

If you have concern or complaints regarding the District's privacy policies, please contact:

~~John Peterson~~ Mary Burke
Director of Special Education & Pupil Services
201 Park Street
Fort Atkinson, WI 53538
920.563.7804

APPENDIX D: EXEMPTION FROM FIFTEEN (15) YEARS OF SERVICE REQUIREMENT FOR PAYOUT OF UNUSED SICK LEAVE

The following employees are exempt from the “Fifteen (15) or More Years of Service” requirement listed under Part III – Section 12 of this *Employee Handbook*. These exemptions are a result of this requirement being imposed during the creation of the *Handbook* whereas these employees did not have this requirement prior to the implementation of the *Handbook*. This exemption applies to only the employees listed here and for this provision only:

Butz-Pint, Candace	Erdman, Shirley	Filarski, Ronald
Guld, Suzanne	Harjung, Victoria	Johnson, Jeanann
Jones, Mari	Kolodzne, Kenneth	Kolodzne, Linda
Kraus, Dennis	Lang, Roxane	Murray, Michael
Raymond, Sheril	Seisser, Patsy	Stewart, Peggy
Wicklund, Robert	Yonker, Karole	