

SCHOOL DISTRICT OF



F O R T • A T K I N S O N

# Employee Handbook

Updated July 2012

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**School District of Fort Atkinson**  
**STRATEGIC PLAN**  
**2008-2013**



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**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 and its employees will be recognized and acknowledged as the standard to which other Wisconsin school districts measure themselves.

**Educational Philosophy for the School District of Fort Atkinson**

- The School District of Fort Atkinson believes that academic success, personal growth, and citizenship can be achieved with a solid, focused, educational program supported by the recruitment, selection, induction and retention of caring and competent professional educators, administrators, and staff.
- A Fort Atkinson education delivers a solid grounding in reading, writing, and mathematics.
- The language arts curriculum uses materials of superior literary quality and stresses comprehension and analytical skills.
- The writing program focuses on the principles of English grammar to ensure proper written and oral expression. Under close supervision, students learn to write with style, clarity, and discipline.
- The mathematics program initially focuses on basic skills so that once mastered, they become a useful tool in solving advanced and analytical problems.
- Science, geography, and history are integral parts of a Fort Atkinson education and stimulate interest in our world and in our heritage.
- Music, foreign languages, art, and art history are offered to broaden artistic and cultural horizons and to encourage creativity.
- Physical education stresses fitness, nutrition, health, and life-long physical activity.
- Agriculture, business, family & consumer and technology education give students a basis from which to consider future jobs, careers, and/or further courses of study.
- Co-curricular activities such as music, athletics, drama, and clubs provide opportunities for students to work and interact in groups and on teams. They reinforce the educational program and foster self-discipline, dedication, and spirit.
- Prevention and intervention strategies are in place to address the emotional and social needs of students.
- Technology is used to enhance learning.

## **Beliefs for the School District of Fort Atkinson**

- All people can learn.
- Learning is a life-long process.
- The family unit is the primary source of the beliefs and values of its children.
- Education is a shared responsibility among students, educators, family, and the community.
- The entire community benefits from its investment in public schools.
- Schools are accountable to the community.
- Each person is unique, valuable, worthy of respect, has a right to his/her own beliefs and is responsible for his/her own actions.
- High standards, challenging expectations, and self-motivation lead to greater achievement.
- Collaboration, teamwork and competition maximize performance.
- Attainment of skills and knowledge builds self-confidence and fosters personal growth.
- A safe, non-disruptive environment is essential to learning.
- Enhanced learning comes through caring and welcoming environments.
- Responsible citizenship is essential to the continued development of our society.
- Individuals learn through different methods and at different rates.
- Improvement requires change.
- Ensure that professional development of staff is job embedded and supported by the District.
- Education is more than academics.

## **Academic Goals for the School District of Fort Atkinson**

In aspiring to remain a great school system, it is a goal of the School District to continue efforts to provide academic successes for all of our learners.

### **Academic Agenda**

1. Implement measurable and effective interventions to meet the needs of all learners (4K to grade 12) utilizing the Response to Intervention (RTI) model for the areas of reading and math.
2. Continually infuse current technology into our instructional programming and practice.
3. Explore and implement alternative programming and or scheduling that may better serve our students in meeting our District mission. .
4. Develop district beliefs on differentiation and implement strategies to best meet the needs of our learners.
5. Continue guiding professional learning communities through the 3 Questions:
  - A. What is it we want students to learn? (alignment)
  - B. How will we know if they learned it? (assessment)
  - C. What will we do if students need more help or more challenge? (interventions)
6. Revise and establish a new elementary science program.
7. Establish connections and agreements in implementing School-to-Work programs with local and regional businesses and industries that enhance the work force and provide graduates with gainful employment and/or educational opportunities after high school.
8. Strengthen assessment practices through consistent letter grade definition and creation of support documents that communicate students' learning relative to curricular goals.

9. Establish a Student Growth Performance Measure (i.e. – MAP Assessment) to determine how much academic growth and progress a student has made from a beginning point in a school year to the next point of measurement (middle of the year or the end of the year).
10. Streamline collection, storage and reporting of district data to maximize meaningful data utilization.
11. Maintain emphasis on K-12 reading instruction.
12. Diversity: Continue to work on building learning communities where respect and honor are readily recognized as a signature characteristic of the School District of Fort Atkinson.

### **Fiscal Goals**

1. We will continue to maintain and enhance programs, services, and opportunities for each student through focusing on effective fiscal management practices and organizational efficiency.
2. We will continue to demonstrate creative ways of reducing spending and increasing revenues with minimal negative impact on programs and services offered by the District.
3. We will continue to educate staff, board members, and citizens on school finance issues and their effect on the School District of Fort Atkinson.
4. We will examine the fiscal implications of maintaining and/or utilizing the District's fund balance to leverage these funds to the maximum advantage of the District.
5. We will allow the financial resources of the District to 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.

### **Building and Grounds Goals**

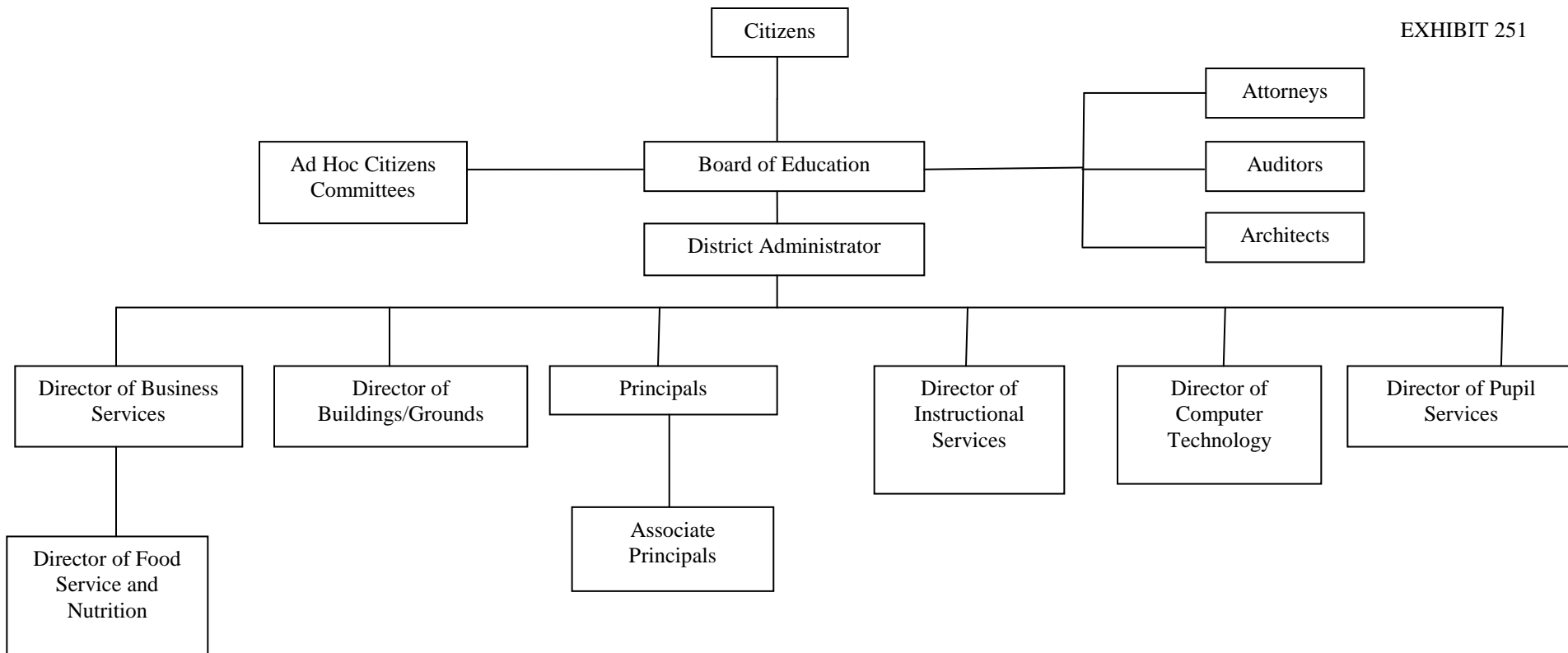
1. Update five and ten-year building maintenance plans for the District.
2. Pursue additional energy saving measures.
3. Continue upgrading the District roofs for wear and energy efficiency.
4. Assess all masonry and establish a restoration and budgetary plan.

### **Communication Goals**

1. Effectively communicate with all internal and external stakeholders through all mediums available to us.
  - A. Explore additional options for effective communication. (Survey parents during fall registration to discover their preferred methods of receiving district communications. How

many are on Facebook? Twitter? Do they prefer emails at work or at home? Would a traditional mailed letter be more effective? How many have internet access at home? How many are primarily Spanish-speaking? We won't get any better at communicating if we don't know what our primary audience prefers).

- B. Improve existing communication tools. Assign a specific individual or individuals to be responsible for our website, as we have no "webmasters."
  - C. Educational Minutes on WFAW: Explore a possible Sponsorship that would consider supporting a weekly "educational minute" on WFAW where we have 60 seconds to highlight a particular accomplishment our district has achieved.
2. Continue a marketing plan where students, staff, and citizens give testimonials related to their experiences with the Fort Schools using all available media.
    - A. Develop district marketing and communication standards. Develop a short communication "standard" that stipulates the basic essentials every communication needs to contain.
  3. We will frequently communicate to all stakeholders in a pro-active manner, the school district's financial position.
  4. Present parental outreach programs that are informational and valuable in assisting them in their efforts.
  5. Encourage open dialogue with parents and citizens at both the District and building levels on topics of interest among all in our learning communities.
  6. Work with the Chamber of Commerce, businesses, and local and regional government officials in maintaining positive and supportive relationships.



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 2012-2013



August '12						
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 '12						
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 '12						
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 '12						
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 '12						
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 '13						
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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 '13						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March '13						
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31						

April '13						
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21	22	23	24	25	26	27
28	29	30				

May '13						
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June '13						
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July '13						
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28	29	30	31			

**First Day of School**

**Non-Student Contact Days (Teacher Contract Days)**

Teacher Orientation - August 28, 29, 30  
Semester Records Day - January 25  
SWEIO - February 22

**Noon Dismissal - Teacher Records Days**

November 2, March 28, June 11 (end of quarters)

**Noon Dismissal - Professional Development**

September 28, December 7, February 21, April 19, May 10

**Holiday/Vacation (No Classes)**

Labor Day - September 3  
Vacation - October 25-26  
Thanksgiving - November 22-23  
Winter Break - December 22-January 1  
Spring Break - April 1-5 (Easter March 31)  
Memorial Day - May 27

**New Teachers Report**

August 22 and 23

**Comp Day for Conferences**

November 21 and March 29 (Good Friday)

**Conferences**

Elem - November 15 & 19, February 7 & 12  
MS - TBD  
HS - TBD

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

### 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*<sup>™</sup> or *AESOP*<sup>™</sup> 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 teacher, school administrator, school counselor, child care worker in a child care center, or residential care center for children and youth a child care provider, an alcohol or other drug abuse counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a dietitian, a speech-language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.
- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county 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 teachers, counselors, principals, assistant principals, directors of instruction, coaches, campus athletic coordinators, athletic trainers, and any other employee designated in writing by the District Administrator or a 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 teachers, matters relating to class work, homework, and tests).
  2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
  3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
  4. Upon request from 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 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 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 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. Teachers 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, teachers 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 15<sup>th</sup> 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 16<sup>th</sup> 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. 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
<b>Months of Employment</b>	0 - 5	6 - 17	18 - 29	30 - 41	42 - 53	54 - 65	>=66
<b>Supplement Calculation</b>	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 Contract

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



Fort Atkinson, Wisconsin 53538

## TEACHER'S 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," that said Teacher is to perform the services as a(n) **1.0 FTE ELEMENTARY** teacher 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 is contracted under this agreement to teach, supervise and evaluate student performance in accordance with the expectations for teachers 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 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 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 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 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 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'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, 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 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 in twenty-four (24) installments payable on the fifteenth and last day of each month, September through August, if said Teacher 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's bargaining representative, if any. This amount represents only the Teacher's base salary, exclusive of any additives or extra hours that may be granted to said Teacher.

Gross Base Salary Due to Said Teacher: \$45,000.00

**Additional Services and Compensation:** In addition to providing teaching services as provided herein, said Teacher 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: \$2,000.00

Total Contract Days: 187 + 5

Other Additional Compensation:    Travel Allowance    \$ 200.00

**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: The disqualification of said Teacher to continue teaching for any legal cause whatsoever shall automatically terminate this contract. This contract shall terminate if the authority of said Teacher to teach is terminated. This contract is conditioned upon said Teacher possessing a valid license to teach in the assignment outlined in this contract.

Termination by Board: This contract and the employment of said Teacher may be terminated by said School Board subject to the policies of said School Board. Said Teacher will not be dismissed or suspended without just cause.

Termination by Mutual Consent: Upon mutual written agreement by said School Board and said Teacher this contract and the employment of said Teacher may be terminated without penalty or prejudice against either said School Board or said Teacher. In this event, said School Board shall pay said Teacher 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 understands, per Section 118.22(b) Wis. Stats., renewal or non-renewal does not apply to part-time teachers.

**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's Signature \_\_\_\_\_

SCHOOL BOARD

Street Address \_\_\_\_\_

President \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Clerk \_\_\_\_\_

Telephone Number \_\_\_\_\_

Treasurer \_\_\_\_\_

Date \_\_\_\_\_

Dated this XX day of February, 20XX

# Sample Summer Classes Teacher Contract

The following is a sample of the individual summer teacher contract.

School District of Fort Atkinson  
**SUMMER SCHOOL TEACHING AGREEMENT**  
Summer 20XX

It is agreed by and between the Board of Education and, **John Sample**, a certified teacher, that said teacher is to perform the services of a classroom teacher in the summer session of the School District of Fort Atkinson.

Teacher services shall be for **23** hours, beginning **06/XX/20XX** to continue to **07/XX/20XX**. For services properly rendered, said teacher shall be paid the sum of \$\_\_\_\_\_ based on a rate of \$\_\_\_\_\_ per hour, payable on the later of the following two dates: the last day of your summer school teaching assignment or the last day of the district's summer school term.

Class	# of Days	Hours/day	Extra Hours	Total Hours	Class Salary
Sample Class	23	1		23	\$_____

In the event said teacher is unable to meet with their class, said teacher must find their own substitute and arrange for payment, or the equivalent of one summer school day's salary will be deducted for each day absent.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

*Dr. James E. Fitzpatrick*  
\_\_\_\_\_

Superintendent

\_\_\_\_\_  
June XX, 20XX

Date

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

### **1.01 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 teachers (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's contract is made, and to assure the Board that all matters relevant to the matter of nonrenewal of the teacher's contract are presented for its consideration.

#### **B. Preliminary Notice**

The Board shall give preliminary notice to any teacher 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 Request for Reason(s) of Nonrenewal with Timelines**

Within five (5) days after receipt of preliminary notice, the teacher 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 either personally or by certified mail within five (5) days after receipt of such request.

##### **2. Teacher 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 may request that, in lieu of the statutory conference, a hearing be held by the Board on the matter.

##### **3. Teacher 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 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 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.

### **1.03 Standard for Discipline and Termination**

A teacher may not be disciplined or terminated without just cause.

### **1.04 Representation**

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

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

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

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

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" are considered to be eight (8) hours per day Monday through Friday including a duty-free lunch period. Teachers will be provided with a continuous duty-free lunch period equal to the students' lunch period except where the teachers 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**

Teachers 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. Teachers 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. Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.



## **2.05 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 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.

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

### **4.01 Teacher Certification**

Teachers 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, shall act upon the request and his/her determination shall be final and binding.

Teachers 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 or teachers 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 or teachers 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 release therefrom after June 30, shall pay to the District a sum of three hundred dollars (\$300), or after July 31 shall pay to the District a sum of five hundred dollars (\$500), 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) 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 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 teachers, district teachers will be offered the opportunity to teach summer school before non-district teachers. The pay for district teachers 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's summer school contract.

#### **4.05 Extended Contracts**

Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers 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 teachers share one (1) full time equivalent position.

##### **B. Eligibility**

1. Teachers must be fully certified to teach the subject/grade levels involved in the job share.
2. Application

Eligible teachers 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 teachers 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 teachers 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 Following Negotiations)**

## **SECTION 7. PROFESSIONAL GROWTH (To Be Completed Following Negotiations)**

## **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**

Teachers 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 teachers 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.

Teachers 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 declaration of retirement shall be filed with the District Business Office on or before February 28 of their final teaching year. For purposes of retirement, the teacher's age shall be determined as of September 1 of the first school year in which the retirement is to be effective.

### **9.02 Benefits for Retirees Hired Prior to July 15, 1991**

Teachers 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) 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 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 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 teachers, 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 teachers, until the employee can return to his/her duties or he/she is being covered under the disability insurance. New teachers 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 a teacher 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 a teacher 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 a teacher 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's last known address. Failure of a teacher to submit such statement within twelve (12) days of the receipt will result in termination of all rights and benefits to which such teacher would otherwise be entitled due to such absence, unless such teacher is determined to be unable physically and mentally to provide such written statement.

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

### **10.07 Notice of Accumulated Reimbursable Absence Leave**

The Board shall provide teachers with access to reimbursable absence leave totals.

### **10.08 Personal Business Leave**

Each teacher 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'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’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 Priority**

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

**D. Building Allocation**

The number of teachers 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 teachers 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**

A teacher 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). A teacher 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 upon resumption of duties. A memorandum of understanding between the District and the Teacher shall be issued as an addendum to the Teacher’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 a teacher 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.

A teacher 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 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 Status While on Leave**

A teacher on leave shall be required to accept the teacher'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 status, except as provided in 11.02 above. Unless the teacher on leave has notified the District of a different address, the District's mailing of a contract for the ensuing year to the teacher's address as it appears in the teacher'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.**

## Sample School District Non-Instructional Staff Letter of Intent

The following is a sample of the letter of intent template:



### **NON-INSTRUCTIONAL STAFF LETTER OF INTENT 20XX – 20XX**

TO: First Name Last Name

FROM: Dr. James Fitzpatrick, District Administrator

RE: Anticipated Assignment for the 20XX-20XX School Year

First Name Last Name:

You are hereby placed on notice that the District intends to employ you for the 20XX-20XX 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 20XX-20XX 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 20XX-20XX school year.

Dr. James Fitzpatrick

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 Following Negotiations)**

Appendix \_ , Wage Schedule, shall be attached hereto.

### **7.02 New Employee Wage Schedule Placement (To Be Completed Following Negotiations)**

- 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 Following Negotiations)**

### **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 a teacher works with an instructional assistant, the teacher 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.



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## **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>

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## **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 a teacher). 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.

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**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

### 2.01 Licensure and/or Permit

All substitute teachers 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 may be provided by the instructional staff and/or the District as appropriate.

### 2.03 Assignment and Professional Responsibilities

- A. Assignments: Substitute teachers 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. 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 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 shall be consistent with the regular teacher'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 district.

**2.04 Compensation**

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

**2.05 Dismissal/Removal from Substitute List**

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

**2.06 Miscellaneous Provisions**

- A. In-Service: Long term substitute teachers may be required to participate in new teacher orientation or teacher in-service day programs in the schools. Long term substitute 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 substitute 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 substitute 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. Substitute teachers attending the in-service will not be compensated for their attendance.
- E. Online Services: Long-term substitutes will be provided district email accounts and network access.

**2.07 Substitute Teacher Pay Schedule**

**Regular Pay Scale:**

1 day any classroom . . . . .	\$85 per day and \$50 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 . . .	\$170.94 per day

**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 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 Teachers: Licensed 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 district and provide substitute services for other 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 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.
- C. Online Services: Long-term support staff substitutes may be provided district email accounts and network access.

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# 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](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](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](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](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](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](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](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](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](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](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](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](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](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](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](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](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](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 &amp; 1 Year</u>		<u>2 &amp; 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>
<b>Football</b>						
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
<b>Cross Country</b>						
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
<b>Basketball</b>						
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
<b>Wrestling</b>						
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
<b>Swimming</b>						
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
<b>Volleyball</b>						
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
<b>Soccer</b>						
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
<b>Baseball</b>						
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
<b>Softball</b>						
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
<b>Golf</b>						
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**

<u>Position</u>	<b>0 &amp; 1 Year</b>		<b>2 &amp; 3 Years</b>		<b>4+ Years</b>	
	<b>% of Base</b>	<b>\$ Amount</b>	<b>% of Base</b>	<b>\$ Amount</b>	<b>% of Base</b>	<b>\$ Amount</b>
<b>Track</b>						
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
<b>Tennis</b>						
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
<b>Intramural Director</b>						
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
<b>Cheer/Pom Coach</b>						
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
<b>High School</b>						
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
<b>High School &amp; Middle School</b>						
Orchestra Director	5.5%	\$1,758	6.3%	\$2,014	7.5%	\$2,397
<b>Middle School &amp; Elementary</b>						
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
<b>Forensics</b>						
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
<b>Middle School Drama Director</b>						
Two Plays	7.0%	\$2,238	8.0%	\$2,557	9.5%	\$3,037
<b>High School Play/Musical</b>						
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
<b>Debate</b>						
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

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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  
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  
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	