

SCHOOL DISTRICT OF ALBANY

EMPLOYEE HANDBOOK

2017 - 2018

Board of Education

Approved:

August _____, 2017

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Employee Acknowledgement

(To be signed and returned to the District Office of the School District of Albany)

I hereby acknowledge that it is my responsibility to access the School District of Albany Employee Handbook online. My signature below indicates that I agree to read the Handbook and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are in the District Board Policies Manual and in the handbooks for specific employee groups or buildings. The Employee Handbook and the Board Policies Manual can be located throughout the District and the school district office, in various supervisors' offices, and on the District's website at www.albany.k12.wi.us. The Employee Handbook, Board Policies Manual and Administrative Regulations can be found under the heading "policies".

I understand that this Employee Handbook supersedes all previous manuals, handbooks, collective bargaining agreements and personnel policies that I have received or have been advised of by the School District of Albany. I also understand that the information in this Handbook is subject to change. I understand that changes to provisions in this Handbook will supersede the information summarized in this Handbook. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. I understand that this Handbook does not constitute an employment contract. I understand that by accepting employment with the School District of Albany, I am not being asked or required to provide anything in return beyond my services. I further understand that only the School Board has the authority to create an employment contract, and such contract must be in writing and signed by the School District in order to be valid. Subject to any applicable employment contracts under Wis. Stat. 118.21, I understand that my employment with the District may be terminated either by myself or by the District per District policies and procedures. I understand that nothing in this Handbook is intended to confer a property interest in my continued employment with the District beyond the terms of my current contract (if any).

I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation about District standards, policies, or procedures. My signature on this form is acknowledgement that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received because of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and employee (or group of employees) conflicts with any provision of this Handbook, the contract shall govern with respect to that issue.

Printed Name

Signature

Date

(The District Office will maintain this page in the employee's personnel file. After the employee ceases employment with the District, the District will maintain this record pursuant to its records retention schedule, or if none, for a period of no less than 7 years.)

Part I: Provisions Applicable to All Staff

SECTION 1: Preamble and Definitions

1.01 About This Handbook

- A. **Employees Covered:** This Handbook is provided as a reference documents for the School District of Albany's (hereinafter referred to as "District") employees.
- B. **Disclaimer:** The contents of this Handbook are presented as a matter of information only. The plans and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language, which appears in this Handbook, is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment. Notwithstanding any provisions of this Handbook, employment may be terminated at any time, with or without cause, except as explicitly provided for in individual contracts or according to state statute.

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

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

1.02 Definitions

- A. **Administrative Employees:** Administrative Employees are defined as persons who are required to have a contract under ss118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. **Casual Employees:** Casual Employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.
- C. **Regular Employees:** Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee or does not issue a new letter of intent.
 - 1. **12 Month Full-Time Employees:** Regular full time employees are defined as one who works 36-40 thirty-six to forty or more hours per week for a school year.
 - 2. **Regular Part-Time Employees:** Regular part-time employees are defined as one who works a school year or more, but less than thirty (30) hours per week for a school year.

3. **Exclusions:** A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this section.
- D. **Seasonal/Summer School Employees:** Seasonal employees are those employees who are hired for a specific period of time. Usually related to the seasonal needs of the District. A Summer School employee is defined as an employee who is hired to work for the District during the Summer School session.
1. If seasonal/summer school session employment is available, the District may offer season/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform work.
 2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
- E. **Substitute/Temporary Employees:** Substitute/Temporary Employees are defined as persons hired on a limited basis to replace a regular employee during the regular employee's leave of absence or for a specific project for a specific length of time. A substitute/temporary employee has no expectation of continued employment.
- F. **Supervisor:** The District will identify the individual employee's supervisor in Appendix G.
- G. **Teacher:** Teachers are defined as persons hired under a contract under ss118.22, Wis. Stats.
- H. **Discipline:** "Discipline" is defined as an employment action that results in a disciplinary suspension or disciplinary demotion. "Discipline" for purposes of access to the grievance procedure for Teachers does not include any written or verbal notices, warnings, reprimands, or reminders. Please refer to Part II Section 2 for Grievance procedure.
- I. **Termination:** Termination is defined as an involuntary separation from employment. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, "termination" shall not include voluntary retirement, voluntary resignation or a nonrenewal of contract under ss118.22, Wis. Stats, ss118.24 Wis., Stats. or a non-reappointment of an extra-curricular assignment or layoff.
- J. **Workplace Safety Grievance Procedure:** In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievance 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.

SECTION 2: EMPLOYMENT LAW

2.01 The School District of Albany will meet or exceed all state and federal guidelines pertaining to employment law including but not limited to employment of minors, Equal Opportunity Employment and Family and Medical Leave Act. Under the Fair Employment Law, harassment in the workplace consists of an employer, supervisor or co-worker singling an individual out for harassment because of that person's race, color, creed, ancestry, national origin, age (40 and up), disability, sex, arrest or conviction record, marital status, sexual orientation or military services or when the content of the harassment itself relates to any of these characteristics.

2.02 Discrimination and Harassment

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment based on any personal characteristic described above in section 2.01. 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 specially prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and 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 because 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. 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 bias 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. 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 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, and terms of this Handbook, Parent/Student Handbook, Athletic Code, and legal obligations.

The District expects employees to comply with the standards of conduct set out in the 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 or 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 District Secretary immediately. Reports should cover property damage as well as personal injury. A completed accident report form found in Appendix D of this Handbook must be submitted to the District Secretary within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related injury, please see the Worker's Compensation section of this Handbook on page 34.

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. Failure to adhere to set hours will result in disciplinary action as defined in the Faculty Handbook.

Employees who are unable to report to work shall call the Substitute Coordinator between 5:45 a.m. and 6:00 a.m. for reporting his/her absence. Lesson plans will not be taken over the phone; however, they can be emailed to the Substitute Coordinator or faxed to 608-862-3230, if you are changing them from what you already have in your lesson plans.

Any time spent not working during employees scheduled day must be accounted for by completing the Employee "Time Off Request" by accessing Skyward. 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.

3.04 Child Abuse Reporting

- A. Except as provided under Wisconsin Statute ss48.981, 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, residential care center for children and youth a child care provider, an alcohol or other drug abuse counselor, or 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 County's Department of Human Services, 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.
- C. Employees who are not mandated reporters as set forth in Section A, above, and who in connection with their job responsibilities have reasonable cause to suspect that a child has been abused or neglected or who have reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect of the child will occur shall notify their immediate supervisor or other administrative personnel of such alleged abuse.

3.05 Communications

The District is committed to providing technology resources that allow employees to communicate effectively with all employees in the District. In the District's effort to maintain current technology practices, more responsibility and cooperation is required of employees to use the following 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 School District of Albany, users have no reasonable expectation of privacy, including the use of District and non-District email, text message and other forms of digital communications, e.g. voicemail, Twitter, Facebook, etc. The use of District's technology and electronic resources is a privilege, which may be revoked at any time.
3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be **used for** approved curriculum and **professional development**. 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 resources. The following standards will apply to all users (students and employees) of the Network/Internet:

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

part of summer re-imaging or in accordance with the District's technology department's directives.

- C. **Electronic Media:** "Electronic media" includes all forms of social media, such as, but not limited to enumeration to, the following: text messaging, instant messaging, electronic mail (email), web logs (blogs), electronic forums video sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Instagram, Snap Chat, 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. Said employee must report unsolicited contact to Administration. An employee may respond in the case of health and safety. Following the emergency contact said employee must report the incident to the appropriate authorities.
 3. The employee is prohibited from communication with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
 4. Only a teacher, coach, trainer, or other employee who has an extra-curricular duty may communicate with students through text messaging or other social media platforms. The employee may communicate only with students who participate in the extra-curricular activity over which the employee has responsibility and only regarding information pertaining to said sport, class, activity, etc.
 5. The employee shall not communicate with any student between the hours of 9:00 p.m. and 7:00 a.m. unless the employee has supervisory responsibilities for the student at that time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
 6. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently enrolled students.
 7. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
 - a. Prohibition 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 Communication 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 is other good cause exists for retaining email records.

F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Unless dealing with an emergency, e.g. a bomb threat, etc., persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, or any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extra-curricular activities, voicemail recordings.

G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to 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. Employee's cell phones: Cell phones cannot be used for personal purposes except during lunch and preparation time.

J. 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 service 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 user, 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 communication system.

3.06 Confidentiality

Pupil information that employees obtain as a result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including posting photos or identifying student information and including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

3.07 Conflict of Interest

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee’s position with the District. Employees are asked to avoid outside activities that may compete with or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transactions 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.

3.08 Contracts and Conflict of Interest

No employee may negotiate, 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 employer’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 employees’ 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 ss946.13 (1) (a) and (b).

3.09 Copyright

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

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

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

All District employees shall notify their immediate supervisor or administrator as soon as possible, but no more than three (3) calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral 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 licenses, 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 (3) calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. 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 actions, if any, should be taken against an employee who is convicted of a crime during employment with the District:

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

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

3.11 District Property

The District may supply an employee with equipment or supplies to assist the employee in performing his/her duties. Needed equipment and supplies will be requested through the budget process using the Google Docs “Budget Request Summary” and “Office Supplies Request.” 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 by enumeration: employee identification badges

and the key for building entry. District equipment borrowed for short-term use should be returned the first workday after project completion.

3.12 Drug, Alcohol, and Tobacco-Free Workplace

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

- A. Prohibited Acts -Drugs and Alcohol:** Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescriptive 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, 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 termination of employment. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. See District Policy 443.4; 522.2 and 41 U.S.C 702 (a) (1) (A).
- B. Tobacco Products:** Employees shall not use any tobacco products, including vapor devices while on District premises, in District vehicles, nor in the presence of, **or within view of, parents or** 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, ss 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 the penalties that may be imposed upon employees for drug abuse violations, 41 U.S.C. ss7029a) (10
- D. Reasonable Suspicion Testing:** All employees shall be required to undergo alcohol in addition, drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- E. Additional Testing and Requirements:** Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the "Acknowledgment and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures".

- F. **Consequence for Violation**: Employees who violate the District’s policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. (See policies 41 U.S.C. 702(a)(1) (A)). Compliance with the District’s policies and rules is mandatory and is a condition of employment.
- G. **Notification of Conviction**: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three (3) days after such conviction. Within ten (10) days of receiving such notices, from the employee or any other sources, the District shall notify the federal granting agency of the convictions (41 U.S.C. 702(a) (1) (D)). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health agency, law enforcement agency, or other appropriate agency (41 U.S.C. 703). This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act 41 U.S.C. 702.

3.13 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 the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be processed in a manner that gives appropriate consideration to the confidentiality of these matters. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares the 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.

3.14 Fraud and Financial Impropriety

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

- A. **Fraud and financial impropriety** shall include but not be limited to the following:
1. forgery, or unauthorized alteration of any document or account belonging to the District;
 2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
 3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
 4. impropriety in the handling of money or reporting of District financial transactions;

5. profiteering as a result of insider knowledge of District information or activities;
6. unauthorized disclosure of confidential or propriety information to outside parties.
7. unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy.
9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
10. failure to provide financial records required by state or local entities;
11. failure to disclose conflicts of interest as required by law or District policy;
12. disposing of District property for personal gain or benefit and,
13. any other dishonest act regarding the finances of the District.

B. Fraud Investigation: If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriate funds.

3.15 Gifts and Sale of Goods and Services

- A. **Gifts:** Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employee's position and which could not reasonably be expected to influence a decision can be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. 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. Please refer to ss19.59, Wis. Stats. for information on conflicts of interest and for gifts and solicitations.
- B. **Sale of Goods and Services:** No District employee may receive for his or her personal benefit anything of value from any person other than his or her employing District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of his or her employing District or at an activity of his or her employing District, per. ss118.12, Wis. Stats.

3.16 Investigations

A. Expectations 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.

3.17 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 licenses/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.

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

A. Allowances for Mileage Reimbursement: Employees will be required to utilize the school vans to transport students to extra-curricular activities or field trips provided their insurance policy coverage has been received and meets the requirements. If school transportation is not available and the employee has been approved to drive school vehicles, employees will be reimbursed at the rate allowed by the Internal Revenue Service per mile for the use of their personal car on school business. All plan mileage reimbursements should be preapproved by administration. All employees who drive a District vehicle, operate mobile equipment, or receive a mileage reimbursement, must undergo an annual driver’s license record check.

B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the District Administrator. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating a District vehicle or personal vehicle.

D. 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 their 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.

E. 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. All drivers of the school district vans will complete the “Van Drivers Duties and Expectations” form. See Wis. Stat. ss121.52 (2).

F. Personal Transportation Utilized for School Use:

1. **Car Insurance** – Employees who transport students for school activities in their cars, shall carry a minimum insurance policy limits of \$500,000 combined single limit (CSL) liability, \$250,000/\$500,000 bodily injury and \$100,000 property damage. In the case of an accident or injury, Employee’s auto insurance carrier will be responsible prior to any payment by the school district’s insurance carrier. A minimum of private car transportation will be utilized. Employees must notify and receive written approval from the administrator 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 records and an examination of the vehicle. See Wis. Stats. ss121.555.
2. **Personal Vehicle Reimbursement** – In the case of an accident or injury, Employee’s auto insurance carrier will be responsible prior to any payment by the school district’s insurance carrier. Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District at its discretion, provided the District’s maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of one thousand dollars (\$1,000.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the person’s vehicle.
3. All transportation will be done in accordance with Board policy.

3.19 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 they are 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 purpose of non-school employment.

3.20 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.

The District expects that all employees are neat, clean and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire

from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.

Appropriate safety gear shall also be worn at all times as deemed necessary. Any designated employees (e.g. custodial, cleaning, maintenance, transportation, food service et al), shall not wear open-toed shoes or slip on shoes during regular work hours.

3.21 Personal Property

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

B. Search of Personal Effects: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited to 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.

3.22 Personnel Files

An employee shall have the right, upon request and consistent with the timeliness and content limitations specified in state law, to review the contents of his/her personnel file, at least two times per calendar year, while in the presence of the administrator or 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 ss103.13 (6), Wisconsin Statutes, upon payment of the cost of making such a copy. **No photos may be taken of the employee file.**

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

After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed records. 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, per ss103.13 (4) Wis. Stats.

3.23 Personnel – Student Relations

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

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

3.24 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 termination.

3.25 Political Activity

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

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

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

- Using working hours or employer resources to solicit money or signatures or to make political contributions;
- Using non-work hours to solicit contributions, signatures or services from other employees who are on work time;
- Posting political materials in areas open to the public (generally, individual work stations that are not available to the public are exempted from this restriction);
- Using the employer's mailing address as the return address for political solicitations;
- Providing employer mailing lists to any individual or organization for political solicitation if this information is not generally available to the public. (Note: the use and distribution of employer mailing lists to outside parties always requires prior authorization including an assessment of whether fees should be charged to cover production costs.)
- Providing a forum for an individual candidate to promote his or her campaign without giving an equal opportunity to other candidates, for the same office, to participate in the forums;
- Political advocacy in the form of clothing items, armbands and buttons that cause a disruption in operations and/or violate the rights of others including the right to be free from discrimination, harassment and intimidation in the workplace.

These guidelines are not intended to discourage discussion of controversial issues in the classroom, where such discussions are consistent with District curriculum guidelines and teaching methods.

This policy is not intended to limit the off-duty activities of employees where District buildings and property are made available to community groups for meetings and gatherings.

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

3.26 Position Descriptions

Position descriptions are available for inspection for each District employee. At a minimum, the descriptions will include 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.

3.27 Severance from Employment

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

- A. Termination pursuant to the terms of this Handbook and the employee's individual contract (if any);
- B. Voluntary resignation;
- C. Retirement;
- D. Nonrenewal of the employee's contract, (only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes);
- E. Failure to return to work 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);

- F. 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);
- G. Failure to return to work the day following the expiration of an authorized leave of absence and,
- H. Job abandonment.

3.28 Solicitations

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

3.29 Student Code of Conduct and Handbook

The Student Code of Conduct and Handbook is available online at the school district's website: www.albany.k12.wi.us

3.30 Employee (Whistleblower) Protection

- A. **Complaint Procedure**: If any employee of the District reasonably believes that some policy, practice, 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 only if the employee promptly brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of good faith complaint under this policy.

The District will not retaliate against an employee who in good faith had made a protest or raised a complaint against some policy, practice or activity of the District, or of another individual or entity with whom the District has a business relationship on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or expresses intent to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint,

or participant in an investigation or legal proceeding, if such actions are protected by state and federal law.

3.31 Work Spaces, Including Desks, Lockers, Digital Electronic Media and Devices

Employees shall have no expectations 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, whether locked or unlocked, in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, in accordance with applicable state and federal law.

3.32 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

3.33 Workplace Safety

A. Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:

1. Location of fire alarms;
2. Location of fire extinguishers;
3. Evacuation routes; and
4. Whom to notify in case of fire.

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

B. 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 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: Section 101.55 of the Wisconsin statutes requires the Wisconsin Department of Safety and Professional Services 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 Safety and Professional Services to conduct an inspection.

Discrimination: The District shall not discriminate against or discharge an employee for exercising any rights afforded by this section. An employee may file a grievance under Part I, Section 5.01 of this Handbook and District policy to address the workplace safety issues as defined in Section 1.02, subsection J, above. The employee may, at his/her discretion also file a complaint with the state Divisions of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See Wis. Stat. ss101.055; Public Employee Safety and Health, available at <http://dsps.wi.gov/sb/docs/sb-PubSectSafEmployeePoster9301.pdf>

D. Weapons Prohibition: Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: Wis. Stat. ss120.13 (1), 948.60, 605.61.

1. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this policy (e.g., law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty).
2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.
3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the District Administrator. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.

E. Disaster Preparedness: All employees must become familiar with **and follow the District's Crisis Plan** regarding 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.

3.34 Violence in the Workplace

- A. Expectations:** Violent behavior or any kind or threats of violence, either direct or implied, verbal or nonverbal, which may relate to the school environment, are prohibited. The District will not tolerate such conduct by its employees, members of the public, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. Prohibited Behavior:** Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:

1. Assault or battery.
2. Blatant or intentional disregard for the safety or well-being of others.
3. Commission of a violent felony or misdemeanor.
4. Dangerous or threatening horseplay or roughhousing.
5. Direct threats or physical intimidation.
6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
7. Physical restraint, confinement. (unless NVC certified)
8. Possession of weapons of any kind on District property (please see Section 3.33m subsection D).
9. Stalking.
10. Any other act that a reasonable person would perceive as constituting a threat of violence.

C. Reporting Procedure: An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/her from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee shall report in writing, 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, physical contact or proximity has prohibited or restricted), shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to other appropriate supervisors and inform other employees on an as-needed basis.

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

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

3.35 Breastfeeding

Upon request, the District shall provide a reasonable break of time for an employee to pump breast milk for her nursing child for one year after the child's birth each time such employee has the need to pump the milk. For members of the professional teaching staff, a "reasonable break time" generally means periods during the day when they are not engaged in instruction with students. Furthermore, the District shall provide a place, other than a bathroom, that is

shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to pump breast milk. Preferably, the space should have an electrical outlet for use by the employee.

Regular Employees (Non-teaching staff) employees under the Fair Labor Standards Act shall not be compensated for any break taken for the purpose of pumping milk, unless such break would otherwise be compensable. As a general matter, “regular” employees are those who receive overtime if they work more than 40 hours in any week. Regular (non-teaching) employees shall not engage in any work-related activities during breaks used to pump milk.

Jokes or harassment based on breastfeeding will not be tolerated. If any employee is the subject of such jokes or harassment on that basis, she shall report the incident(s) up the chain of command.

3.36 Staff Use of Force to Maintain Student Discipline

A. Corporal punishment and staff use of reasonable and necessary force to maintain student discipline:

1. Staff is prohibited from using corporal punishment on students. “Corporal punishment” means the intentional infliction of physical pain which is used as a means of discipline. “Corporal punishment” includes, but is not limited to, paddling, slapping or prolonged maintenance of physically painful positions, when used as a means of discipline. “Corporal punishment” does not include actions consistent with an individualized education program or reasonable physical activities associated with athletic training.
2. Staff may use reasonable and necessary force for the purposes described below. The use of reasonable and necessary force for such purposes is not prohibited corporal punishment:
 - a. To quell a disturbance or prevent an act that threatens physical injury to any person.
 - b. To obtain possession of a weapon or other dangerous object within a student’s control.
 - c. For the purpose of self-defense or the defense of others under ss939.48 Wis. Stat.
 - d. For the protection of property under ss939.49 Wis. Stat.
 - e. To remove a disruptive student from a school premises or motor vehicle, or from school-sponsored activities.
 - f. To prevent a student from inflicting harm on himself or herself.
 - g. To protect the safety of others.
 - h. Staff may use incidental, minor or reasonable physical contact designed to maintain order and control.

B. Staff is prohibited from conducting a strip search of any student.

C. Seclusion and Physical Restraint of Students.

1. Staff is prohibited from using seclusion as a means to discipline students or control student conduct except where authorized in advance by the administration and then only in a manner consistent with state law (ss118.305 Wis. Stat.). “Seclusion” means the involuntary confinement of a student apart from other students, in a room or area from which the student is physically prevented from leaving.

2. Staff is prohibited from using a physical restraint as a means to discipline students or control student conduct in the case of an emergency as described below and then only in a manner consistent with state law (ss118.305 Wis. Stat). “Physical restraint” means a restriction that immobilizes or reduces the ability of a student to freely move his or her torso, arms, legs, or head.
 - a. Except as is provided in subsection b, below, no employee may use physical restraint unless that employee has received training in the use of physical restraint as required by law, per. ss 118.305(6) Wis. Stat.
 - b. Staffs who have not received training in the use of physical restraint may use physical restraint on a student at school only in an emergency and only if staff trained in the use of physical restraint is not immediately available due to the unforeseen nature of the emergency.
3. Nothing in this section prohibits staff from doing any of the following at school if the student is not confined to an area from which he or she is physically prevented from leaving:
 - a. Directing a student who is disruptive to temporarily separate him or herself from the general activity in the classroom to allow the student to regain behavior control and staff to maintain or regain classroom order.
 - b. Directing a student to temporarily remain in the classroom to complete tasks while other students participate in activities outside the classroom.
 - c. Briefly touching or holding a student’s hand, arm, shoulder, or back to calm, comfort, or redirect the student.

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 by enumeration to, the following rights:

- A.** To direct all operations of the school system;
- B.** To establish and require observance of reasonable work rules and schedules of work;
- C.** To hire, promote, transfer, schedule and assign employees in positions within the school system;
- D.** To suspend, discharge and take other disciplinary action against employees:

- E. To relieve employees from their duties because of a lack of work or any other legitimate reason;
- F. To maintain efficiency of school system operations;
- G. To take whatever actions 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.

SECTION 5: COMPLAINT PROCEDURES (Board Policy #527)

Section 1: Purpose. The purpose of this procedure is to provide an orderly method for resolving grievances under the terms of the Employee Handbook. A determined effort will be made to settle any grievances at the lowest possible level in the grievance procedure.

Section 2: Grievance. A “grievance” is defined as a disagreement over (1) an issue involving workplace safety; or (2) the imposition of discipline, including discharge. Only one subject may be covered in any one grievance.

Subd. 1: For purposes of this procedure, “workplace safety” shall be narrowly construed and is not intended to include basic conditions of employment unrelated to an employee’s physical health and safety. “Workplace safety” means the conditions of employment related to an employee’s physical health and safety, as long as such conditions are not enforceable under federal or state law, related only to: safety of the physical work environment, the safe operation workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk.

Subd. 2: For purposes of this procedure, “discipline” requires adverse employment action and does *not* include action such as verbal notices, coaching, or reminders; performance evaluations or reviews; verbal warnings; verbal reprimands; documentation of employee acts and/or omissions placed in a personnel file; non-disciplinary wage, salary, or benefit adjustments; oral or written notices of deficiency; improvement plans; paid administrative leave or suspensions from work with pay; voluntary quit; job abandonment through failure to report to work; termination due to lack of qualification or license; layoffs, decreases in work assignment, or any other workforce reduction; job transfer or reassignment; or termination upon conclusion of a temporary position. The purpose of action, such as verbal notices, coaching, or reminders, is to alert the employee that failure to correct the behavior may or will result in disciplinary action in the future.

Subd. 3: Procedure Guidelines and Definitions.

- The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
- The individual(s) filing the grievance must propose a specific remedy.
- The issue and proposed remedy must be under the reasonable control of the employer.
- The form(s) attached to this policy must be utilized to initiate the grievance and/or appeal to the next level.

- The term “employee” within this policy shall not include employees subject to a valid collective bargaining agreement addressing employee discipline or termination, statutorily appointed individuals identified specifically in a statute as serving at the pleasure of an appointing authority, elected officials, and independent contractors.

Section 3: Representation. At its own expense, a party may be represented during any step of the grievance procedure by a representative of his/her own choosing.

Section 4: Time Limitations and Waiver. Grievances must be submitted and appealed in compliance with all timelines specified in this procedure. The failure to comply with any of the timelines specified in this procedure will constitute a waiver of the grievance. Consequently, the failure of an employee to timely submit or advance a grievance will result in the dismissal of the grievance. Failure of the District to timely respond to the grievance will constitute a denial and automatically advance the grievance to the next step.

Subd. 1: Extensions. The District may unilaterally waive or extend the timelines specified in this procedure. An aggrieved employee will be notified in the case of an extension.

Subd. 2: Counting of Days. “Days” used in this policy and procedure means calendar days, excluding holidays, as defined in the Handbook. In computing any period of time prescribed or allowed by this procedure, the date of the act or event from which the designated period of time begins to run is not included. The last day of the period will be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period runs until the end of the next day that is not a Saturday, a Sunday, or a legal holiday.

Subd. 3: Filing and Postmark. The filing or service of any notice or document will be timely if it is personally served or if it bears a postmark of the United States Postal Service within the time period. The filing or service of any notice or document will also be timely if it is filed or served by electronic mail that is properly addressed and fully transmitted within the time period.

Section 5: Grievance Process. An aggrieved Employee must process a grievance in the following manner and sequence:

Step-1: Informal Resolution. The aggrieved employee must first discuss the grievance at a meeting with the employee’s immediate supervisor or designee. The employee must advise that the meeting is for the purpose of discussing a grievance. Such discussions must take place within five (5) calendar days after the event giving rise to the grievance or the date the employee first became aware or should have become aware of the factual situation creating the grievance. The employer places emphasis on conciliation and/or mediation of workplace safety-related questions or concerns. All safety issues must be reported.

Step-2: Written Grievance. If the grievance is not resolved within twenty (20) calendar days after the meeting at Step-1 above, the grievant may advance the grievance by reducing it to writing and presenting it to the District’s Business Administrator or designee within ten (10) calendar days after the meeting held at Step-1. The written grievance must be submitted on the form attached to this policy and must be signed and dated by the employee. The Business Administrator may schedule a meeting to review the matter within ten (10) calendar days of receiving the written grievance. The Business Administrator or a designee will provide a written answer to the employee within ten (10) calendar days after the grievance was presented in writing or after the meeting, whichever is later.

Step-3: Appeal to Impartial Hearing Officer. The written decision of the Business Administrator shall be final unless the grievant appeals the Step -2 decision to an impartial hearing officer (“IHO”) by submitting a written appeal grievance to the District’s District Administrator or designee within ten (10) calendar days after receipt of the decision at Step-2.

An IHO is defined as a person who is not employed by the School District, does not have a direct interest in the grievance, and is qualified by knowledge, training, or experience to hear the grievance. The District Administrator shall appoint the hearing officer. The hearing shall be conducted as soon as practicable and may or may not be transcribed, subject to the IHO’s discretion. Witnesses may also present information but only in person and written documents may also be submitted, subject to the IHO’s discretion. The IHO may request oral or written closing arguments and replies. The IHO shall provide a written decision.

If the grievance is related to workplace safety, the question before the hearing officer shall be whether the employer’s response to the safety issue is reasonable and not arbitrary or capricious. If the grievance is related to discipline or termination, the IHO shall address the following questions in his/her decision:

1. In disciplining or terminating the employee, did the District follow its policies;
2. Is there a factual basis for the disciplinary or termination action taken by the District; and
3. Was the disciplinary or termination action taken by the District arbitrary or capricious?

Within ten (10) calendar days after receiving the IHO’s findings, conclusions, and recommendation, the aggrieved employee must give the District written notice of acceptance or rejection of the IHO’s findings, conclusions, and recommendation. If the employee accepts the findings, conclusions, and recommendation, or if the employee does not provide timely notice of rejection, the employee will be deemed to have acquiesced to the findings, conclusions, and recommendation of the IHO, in which case the employee may not pursue the grievance further in any forum.

Step-4: Appeal to Board. The decision of the IHO shall be final unless either the District Administrator or the employee files with the Board’s Secretary a request for the decision to be reviewed by the Board no later than five (5) days of the date of the IHO’s decision. The Board may, on its own initiative, review the decision of the hearing officer.

The Board shall review the matter as soon as practicable. The Board shall examine any records produced at the hearing before the IHO and determine whether a rational basis exists for the written decision. The Board shall not conduct a de novo hearing but may, in its discretion, review any records from the hearing before the IHO, including but not limited to the exhibits received by the IHO. In addition, as it sees fit, the Board may conduct its review based entirely on the paper record created before the IHO and without receiving any new testimony or other evidence. A simple majority vote of the Board membership shall decide the appeal, shall be final and not subject to further review. The Board’s written decision must state whether the decision of the IHO is approved, reversed, or modified.

Section 6: Limitations.

- A grievance that is subject to the jurisdiction of a governmental body or specific procedure by other Wisconsin Statutes shall be governed by those statutes and not the Grievance Procedure.
- A grievance that is subject to any other Policy or Ordinance for formal or informal investigation or dispute resolution procedures may not be brought forth under this Policy.

- Grievance meetings/hearings held during the employee's off-duty work hours will not be compensated.

Legal Reference: 2009 Wisconsin Act 10: Sec. 66.0509(1m)

SECTION 6: PAY PERIODS

6.01 Payment Procedures

- A. **Annualized Payroll:** Exempt employees scheduled to work the school year may voluntarily request to be paid on a twelve (12) month payroll cycle (twenty-six (26) pay periods) as set forth in subsection C, below. Such request shall be made in writing and submitted to the business office by August 15th prior to the beginning of the school year. For exempt employees with an individual contract, such election may be provided at the same time as the issuance of the individual contract or letter of intent. All school year employees covered under this provision shall have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the District approved format.
- B. **School Year Payroll:** For exempt school year employees who do not voluntarily request to be paid on a twelve (12) month payroll cycle, and for all non-exempt school year employees, the payroll cycle shall be on a ten (10) month basis (20 pay periods) and shall be placed on a twenty (20) payroll cycle.
- C. Teachers who elect the annualized payroll shall be paid every other Friday in twenty-six (26) equal installments beginning with the first Friday in September. Teachers shall also have the option of being paid in twenty (20) equal installments beginning with the first Friday in September. The District shall provide payments to teachers under this section through direct deposit.

6.02 Special Assignment Stipends

Special assignment stipends will be paid within thirty (30) days after the completion of the assignment. See Appendix B.

6.03 Direct Deposit Payment Method

All employees shall participate in a direct payroll deposit plan. Direct deposit statements will be made available. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing. Each non-exempt employee shall, with each electronic payroll deposit slip, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received.

Each employee shall, with each electronic payroll deposit slip, receive information on the employee's salary received. In addition to the above, each employee shall have access to electronic records indicating the number of accumulated sick leave hours that have been used, and the number of vacation hours to be taken and the number remaining.

6.04 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 Districts Internal Revenue Service (IRS) Code 403(b) Savings Program

and invest their money through salary deferral in annuities and other qualifying IRS Code 4039b) (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.** Teachers will be permitted to have their contributions remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a Distinct 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. The District may ask for proof of vendor registration from the teacher to ensure a District approved vendor has been chosen. The total number of vendors shall be limited to no more than two (2). If at any time there are no active employees contributing to a particular vendor, that vendor shall 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.** Effective July 1, 2013, if the vendor accepts electronic payments, the District will electronically transmit to the TSA vendor(s) the amount of the salary deferral elected by the employee. If the vendor does not accept electronic payments, the District will make the payments by paper check. This new provision for transmitting to vendors will require the District to transmit the amount of salary deferral twice a month, if the vendor provides the District with an invoice twice per month. The salary deferral will be transmitted 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. For retirees, the District will transmit to TSA vendor(s) the amount of non-elective TSA employer contribution as provided for in Part II, Section 9.01B 2.
- G.** Employees may choose to defer either a percent of salary or 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 two (2) times per calendar year, provided he/she provides the District with at least ten (10) business day's notice prior to the second payroll date of the month (i.e. the 30th). Stopping contributions does not constitute a change.
2. Upon initial enrollment for new employees, the employee shall certify in writing the chosen vendor and amount provided that the percentage or dollar amount of salary reduction withheld from compensation complies with the limits applicable to 4039b) TSA plan deferrals and does not exceed the amount permitted under Section 403(b), 415 and 402(g) of the IRS Code except as provided for below.
3. 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.
4. New loans from the TSA plan are not permitted.
5. Hardship withdrawals are permitted and IRS safe harbor standards with respect to estimating an immediate and heavy financial need (Treasury Section 401(k)1(d)(3)(iii)(B) will be used). Contact the vendor or plan administrator for further details if a hardship withdrawal is requested.

K. Salary Reduction Agreement:

1. Employees will be required to sign an agreement to authorize TSA deductions from salary. The current agreement is attached to this Handbook as Appendix D. 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. The District will provide the employee with a dated and initialed copy of the authorized salary reduction agreement once the employer acknowledges receipt of the modified salary reduction agreement.
3. A change in a beneficiary designation shall take effect when the election is accepted by the Vendor.
4. By authorizing TSA deductions from his/her salary, the Employee acknowledges that 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, or the company which issues the annuity contract or which invests the Employee's salary reduction funds. Furthermore, 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 limitation 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.

SECTION 7: WORKERS COMPENSATION

7.01 Worker's Compensation Coverage and Reporting Responsibilities

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the personnel 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 and turn it in to the District Secretary. The required form is attached as Appendix C to this Handbook.

7.02 Benefits While on Worker's Compensation

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

7.03 Injuries Not Covered by Worker's Compensation

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

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

SECTION 8: SICK LEAVE

8.01 Sick Leave

- A. Regular full time and Contracted Teachers receive Ten (10) days per school year, accumulative to one hundred twenty (120) days. Sick leave, beyond one hundred twenty (120) days accumulation, teachers have (10) additional days' sick leave to use during a given year and days will only be deducted from one hundred twenty (120) accumulated if employee uses more than ten (10) during the year; however, no more than one hundred twenty (120) carry over for the next year.

- B. Part time employees' sick leave is based on the number of hours worked each week. Typically it is between 6 and 8 days per year and is delineated on the individual letter of intent.

- C. Sick Leave Use and Definitions;

1. Sick leave shall be paid for any absence from work due to the:

- a. Personal illness, injury or serious health condition of the employee;
- b. Illness or injury of an employee's child under the age of eighteen (18) or over the age of eighteen (18) if the child has a disability as set forth in Wisconsin Administrative Code PI11.02(2) (Examples of a disability are: Cognitive disability, learning disability, autism, etc.);
- c. Serious health condition of a spouse, domestic partner, child or parent;
- d. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
- e. Birth or adoption of a child.

2. Definitions:

- a. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition.
- b. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse.
- c. Spouse: means an employee's legal husband or wife.
- d. Domestic Partners meet the following criteria:
 - I. Are 18 years of age or older;
 - II. Are competent to enter into a contract;
 - III. Are not legally married to, nor the domestic partner of, any other person;
 - IV. Are not related by marriage;
 - V. Have not entered into your relationship for the primary purpose of obtaining health insurance;
 - VI. Are not related by blood closer than permitted under marriage laws of the State;
 - VII. Have entered into the domestic partner relationship voluntarily, willingly and without reservation;
 - VIII. Intend to continue the domestic partner relationship indefinitely, with the understanding that the relationship is terminable at the will of either partner;
 - IX. Have been living together as a couple for at least six months prior to request for sick leave;
 - X. Are in a mutually exclusive relationship and are responsible for each other's common welfare and financial obligations.
- e. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
 - I. Inpatient care in a hospital, nursing home, or hospice;
 - II. Outpatient care that requires continuing treatment or supervision by a health care provider;
 - III. The Superintendent, at his/her discretion may require the employee to furnish a certificate of illness by a license physician for absence(s) that exceed three (3) days. Such request shall be made prior to employee's return from said illness.

D. Sick Leave Increments: Sick leave may be allowed in increments of one hour.

8.02 Family Medical Leave

Medical and Family Leave will be provided in accordance with state and federal law. Unpaid medical leave is to be used after an employee's sick time has been used.

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 are 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://dol.gov/whd/regs/compliance/posters/fmlaen.pdf> See 29 U.S.C. ss2619(a); 29 C.F.R ss 825.300(a)(1). The notice is posted in the staff workroom.

- A. Eligibility Notice: When an employee requests FMLA leave, or when an employee acquires knowledge that an employee's leave may be for an FMLA qualifying reason, the employer must notify the employee within five (5) business days, of the employee's eligibility to take FMLA leave, absent extenuating circumstances. 29 C.F.R. ss 825.300(b).
- B. 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. ss 825.300(c). The District is satisfying this notice requirement by directing the employee to the following websites, which combines the eligibility notice and the rights and responsibilities notice into a single form; U.S. Dept. of Labor, Notice of Eligibility and Rights and Responsibilities (FMLA), available at <http://www.dol.gov/whd/forms,WH-381.pdf>.
- C. 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. Dept. 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 ss 825.300(d).

8.03 Sick Leave and Long-term Disability

In the event an employee becomes eligible for benefits under the District's long-term disability insurance program, the employee will no longer receive paid sick leave.

8.04 Overused Sick Leave

If an employee were to leave the school system prior to the completion of his/her contract term or the school year for an individual teacher and had used all sick leave, a sum equal to the sick leave days not earned would be deducted from the remaining pay. Deductions will be based on eight (8) hours of paid sick leave earned per month of employment to a maximum of ninety-six (96) hours per contract year.

8.05 Reporting Procedure – Doctor's Certificate

Except in emergency situations or situations beyond the control of the individual employee, an employee is required to inform his/her supervisor before his/her normal daily starting time of his/her need to be absent for one of the reasons stated above in Section 2E.

Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a license physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

8.06 Holidays During Sick Leave

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

SECTION 9: JURY DUTY LEAVES

9.01 Jury Duty

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

9.02 Employee Notice

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

9.03 Payment of Time Out on Jury Duty

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

SECTION 10: BEREAVEMENT LEAVE

10.01 Emergency and Bereavement Leave shall be allowed with pay (not accumulative and not deducted from sick leave) for the following reasons:

A. Catastrophic health **emergency**, involving a member of the family – three (3) days per year. (Family = grandparents, grandchildren, spouse, domestic partner, children, brother, sister, parents of employee, and parents of spouse.)

I. Requires the approval of the District Administrator.

II. Anyone who is granted emergency leave may be required to submit to the Superintendent verification of treatment provide by a licensed physician.

B. Death in the Family – three (3) days per occurrence. (Family = grandparents, grandchildren, spouse, domestic partner, children, brother, sister, parents of employee, and parents of spouse.)

- C. Death of a non-family member **or family not named above**, one (1) day per occurrence *as approved by Superintendent*.

10.02 Part-Time Employees

Part-time employees will receive bereavement leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works 2,080 hours per year.

10.03 Bereavement Leave Increments

Bereavement leave may be allowed in increments of one hour.

SECTION 11: PERSONAL LEAVE

11.01 Personal Leave Increments

Personal leave may be allowed in increments of one hour.

11.02 Personal Leave

Upon request, two (2) days per school year will be granted for personal leave. All requests for personal leave must be made in writing to the Superintendent at least three (3) days prior to the date for which such leave is requested. No more than two (2) teachers will be granted personal leave on the same day, unless the Superintendent in his/her sole discretion grants approval to exceed the two (2) teachers limit. Personal leave days will not be granted immediately following any scheduled vacation period, on parent-teacher conference days, or on teacher in-service days, unless approved by the Superintendent or Board. Teachers should avoid taking personal days during the first two (2) weeks and the last two (2) weeks of school. Personal days are not accumulative and must be used during the current school year.

After ten (10) consecutive years of full time employment in the School District of Albany, an employee will receive a third personal day, upon request and under the conditions named above.

A. Part time employees' personal leave is based on the number of hours worked each week.

B. 12 Month Employee Vacation time:

12 month employees with 0-10 years employment in the district will be granted 10 days vacation and 11 years or more will be granted 15 days vacation. 12 Month Employees will have the option to use vacation days or take non paid days if they want to have days off during spring break or Christmas. All holidays listed on the contract are paid.

SECTION 12: UNIFORMED SERVICES LEAVE

12.01 Uniformed Services Leave of Absence

Employees performing duty, whether on a voluntary or involuntary basis, 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

The "uniformed services" consist of the following (20 CFR ss1002.5(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.

12.02 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 basis in a uniformed service including:

- A. Active duty and active duty for training.
- B. Initial active duty for training.
- C. Inactive duty for 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. ss 300hh-11(d).

12.03 Request for Uniformed Services Leave

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. Whenever possible, the request should be accompanied by a copy of the reservist's military orders. The request shall be submitted to the District Administrator or his/her designee.

SECTION 13: UNPAID LEAVES OF ABSENCE

13.01 A. **Application Procedures:** All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least ten (10) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year. The District reserves the right to request interim statements from the physician.

B. **Benefits During Leave:**

1. Length of service and other benefits shall not accrue during such leave.
2. The employee may continue health insurance at their own expense during the leave of absence as defined in Section 14.04.

3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
- C. Placement Upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned, if reasonable to do so, to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

The employee shall be eligible to return to duty from an unpaid medical leave of absence when he/she is physically able provided:

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.
 2. The employee provides his/her physicians' certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.
- D. Failure to Return After Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.
- E. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

13.02 Child Rearing Leave

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least ninety (90) days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion.
- B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited as follows:
1. Child born or adopted during the summer vacation – the following semesters.

2. Child born or adopted during the first semester – the balance of that semester plus the second semester.
3. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.

Shorter leave and/or an early return from the leave shall only be upon the mutual agreement of the employee and the Board.

C. Benefits during the unpaid child rearing leave:

1. The child rearing leave is an unpaid leave.

2. During the unpaid child rearing leave, the employee may continue to participate in insurance programs at his/her own expense subject to approval the carrier. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.

3. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.

- D. Return from the Unpaid Child Rearing Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or reduction in force, whichever is applicable.

- E. Interaction with family and medical leave provisions: Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act. **After 12 weeks of unpaid leave the employee is responsible for 100% of the health insurance premium.**

13.03 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons

- A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least 120 days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied at his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year.

B. Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.
2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit.

If the premium is not received by the first of the month, the employee's insurance coverage will be terminated.

3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

SECTION 14: Insurance

14.01 Paid Group Insurance

- A. Health Insurance – Effective **Sept 1, 2017**, the District will pay 87% for single or family group medical insurance premiums for every full time employee as per bid accepted by the Board.

Compliance Authority: The District, may in its sole discretion, make changes to health insurance, including, but not limited to, health benefits, eligibility standards coverage's, and contribution levels in order to comply with the Patient Protection and Affordable Care Act (ACA) and applicable federal and state agency rules and regulations regarding the implementation of the ACA. Such actions may also be implemented in order for the District to comply with regulatory provisions of the Internal Revenue Service (IRS), e.g. non-discrimination in benefits provisions (IRC 105(h), IRC125), and to minimize tax liability for the district and /or the benefit recipient under such regulatory provisions.

Changes to health benefits, eligibility standards, coverage's and contribution levels included, but are not limited to, changes in the sections addressing health insurance in the employee handbook. Refer to Appendix F.

14.02 Health Insurance

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage's will be selected and determined by the Board.

A. Eligibility:

1. **Minimum Hours for any Board Contribution:** A teacher whose individual contract has an assignment of at least seventy-five percent (75%) of full-time equivalency is eligible to participate in the District's health insurance. For purposes of teachers' eligibility for health insurance, full-time equivalency is defined as forty (40) hours per week during the school year. Employees whose assignments are for less than seventy-five percent (75%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. **Pro-ration of District Contributions:** An employee whose individual contract has an assignment of at least seventy-five percent (75%) of a full-time equivalency, but less than a full-time one hundred percent (100%) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. **Both Spouses Employed by the District:** If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no

different than the premium contribution for a similarly situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:

- a. Coverage under one (1) family plan; or
- b. One (1) family plan and cash-in-lieu benefit instead of a family plan (subject to the eligibility of the insurance carrier); or
- c. Two (2) single plans.

B. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this Handbook and in the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If a teacher resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31st.

C. Alternate Benefit Plan (ABP) in Lieu of Health Insurance:

1. Any teacher who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.

Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan, between: specified in Article 8.04 section A, subsection 2, or

A cash payment equal to the amount listed in 8.04, section D, subsection 2.

2. The cash compensation amount shall be equal to one thousand, eight hundred and seventy-five dollars (\$1,875) per year toward a TSA for opting out of the health insurance plan.
3. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the teacher's payroll check.
4. Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.
 - a. An Employee electing taxable cash in lieu of health insurance is deemed to request the District to pay cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee. The employee shall be permitted to change the TSA amount or vendor up to four times per calendar year provided he/she provides the District with at least fifteen (15) calendar days' notice.

- b. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid.

Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.

Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations of law, will be added to the employee's paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.

5. Beginning Eligibility Date for Alternative Benefit Plan Payments:

- a. New Employees: Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (January 1). However, the parties agree to use the same rule for contributions as for health insurance payments;

If the employee's first date of active service is after the 15th of the month, no ABP contributions are required in that month.

If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.

- b. Current Employees: Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a midyear (January through December) cafeteria section 125 exception (such as an employee getting married, loss of spouse coverage, etc.), employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

6. Any teacher who waives participation in the District group health insurance plan and elects to receive cash contributions in lieu of health insurance may enroll in the group health insurance plan at a later date, pursuant to the late enrollment terms, timelines and conditions set forth in the group health insurance contract and the plan's cafeteria rules. The cash compensation payments shall cease effective with the month in which the teacher commences participation in the group health insurance plan.

D. Premium Contributions:

1. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than **eighty-eight percent (88%)** of the

single premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

2. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than **eighty-eight percent (88%)** of the family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

E. Plan Deductible:

1. Single Plan: Employees choosing to participate in the District's health plan will be responsible for a maximum **of \$1125** of the total deductible.
2. Family Plan: Employees choosing to participate in the District's health plan will be responsible for a maximum **of \$2250** of the total deductible.

14.03 Domestic Partner Eligibility - To be eligible to enroll as a Domestic Partner, the subscriber and his/her Domestic Partner must satisfy all of the following:

1. Are 18 years of age or older.
2. Are competent to enter into a contract.
3. Are not legally married to, or the domestic partner of any other person.
4. Are not related by marriage
5. Have not entered into the relationship for the primary purpose of obtaining health insurance.
6. Are not related by blood closer than permitted under marriage laws of the State.
7. Have entered into the domestic partner relationship voluntarily, willingly, and without reservation.
8. Intend to continue the domestic partner relationship indefinitely, with the understanding that the relationship is terminable at the will of either partner.
9. Have been living together as a couple for at least six (6) months prior to registration with the subscriber's employer; and
10. Are in a mutually exclusive relationship and are responsible for each other's common welfare and financial obligations.

14.04 Term Life Insurance

The School District of Albany will pay the premium for a group term life insurance plan which provides one (1) times the teacher's annual salary rounded to the next higher 1,000 dollars including accidental death and dismemberment benefits.

14.05 Long Term Disability Insurance

The School District of Albany will pay one hundred percent (100%) for the premium for each employee for a long term disability insurance plan which is a sixty (60) day sick leave coordinated plan which provides a 90% level of benefits and a social security freeze.

14.06 Group Dental

The School District of Albany will pay one hundred percent (100%) for the family dental premium and one hundred percent (100%) of the single dental premium as per bid accepted by the Albany Board of Education.

A. Eligibility:

1. Minimum Hours for Any Board Contribution: A teacher whose individual contract has an assignment of at least seventy-five percent (75%) full-time equivalency is eligible to participate in the District's dental insurance. For purposes of teachers' eligibility for health insurance, full-time equivalency is defined as forty (40) hours per week during the school year. Employees whose assignments are for less than seventy-five percent (75%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least seventy-five percent (75%) of a full-time equivalency, but less than a full-time one hundred percent (100%) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.

SECTION 15: Benefits Applicable to All Full Time Employees (except those with individual contracts under ss.118.22)

15.01 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 (ss105, ss106, ss125 and ss129) to permit employees to reduce their salary and contribute to an FSA to cover the following expenses:

- A. Payment of insurance premium amounts (IRC ss06)
- B. Permitted medical expenses not covered by the insurance plan (IRC ss105), and
- C. Dependent care costs (IRC ss129) subject to the limitations set forth in the Internal Revenue Service Code.

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections (ss105, ss106, ss125 and ss129);

15.02 Liability Insurance

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

15.03 Wisconsin Retirement System (WRS) Contributions

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

15.04 COBRA Law Continuation of District Health Plan Participation

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

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

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

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

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

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

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

D. Premium Cost and Payment: The cost of this extended continuation of 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 the District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation, the employee will be notified of the new premium in writing prior to its due date.

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

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

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

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

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

SECTION 16: 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 17: Conformity to Law

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

Part II: **Teachers** with Individual Contracts Under ss118.22 Wisconsin State Statutes and Professional/Exempt Non-Supervisory Employees

SECTION 1: Discipline, Termination and Nonrenewal

1.01 Standard for Nonrenewal for Teachers

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. Such nonrenewal shall be exclusively subject to the provisions of Sec. 118.22, Wis. Stats. and is not covered by the grievance procedure under this Handbook.

1.02 Standard for Discipline and Termination

The school board has the authority to dismiss and terminate a teacher before the expiration of the teacher's contract for "good and sufficient cause". "Good and sufficient cause" is defined as: "Any inexcusable substantial violation by an employee of instructions, or neglect of duty of a substantial character, or any misconduct inconsistent with the employment relationship and which might injuriously affect the district, regardless of any express agreement on the subject."

A teacher 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 employee 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 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 representations may be obtained. Nothing in this provision shall prevent the District from removing an employee from the workplace 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. The employee shall have the opportunity to reply to such material and affix his/her reply to said material.

1.05 Termination of Employment

The employment relationship between the District and any employee is terminated:

- A. If the employee is discharged pursuant to Section 1.02.
- B. If the employee quits his/her employment.

- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
- D. If the employee retires.
- E. Job abandonment.

SECTION 2: Grievance Procedure

2.01 Grievances

Section 1: Purpose: The purpose of this procedure is to provide an orderly method for resolving grievances under the terms of the Employee Handbook. A determined effort will be made to settle any grievances at the lowest possible level in the grievance procedure.

Section 2: Grievance: A “grievance” is defined as a disagreement over (1) an issue involving workplace safety; or (2) the imposition of discipline, including discharge. Only one subject may be covered in any one grievance. An employee discharged for a non-discipline issue may not file a grievance.

Subd. 1: For purposes of this procedure, “workplace safety” shall be narrowly construed and is not intended to include basic conditions of employment unrelated to an employee’s physical health and safety as defined in 3.24, Physical Examination. In addition, “Workplace safety” means the conditions of employment related to an employee’s physical health and safety, as long as such conditions are not enforceable under federal or state law, related only to: safety of the physical work environment, the safe operation workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk.

Subd. 2: For purposes of this procedure, “discipline” requires adverse employment action and *does not* include action such as verbal notices, coaching, or reminders; performance evaluations or reviews; verbal warnings; verbal reprimands; documentation of employee acts and/or omissions placed in personnel file; non-disciplinary wage, salary, or benefit adjustments; oral or written notices of deficiency; improvement plans; paid administrative leave or suspensions from work with pay; voluntary quit; job abandonment through failure to report to work; termination due to lack of qualification or license; layoffs, decreases in work assignment, or any other workforce reduction; job transfer or reassignment; or termination upon conclusion of a temporary position. The purpose of action, such as verbal notices, coaching, or reminders, is to alert the employee that failure to correct the behavior may or will result in disciplinary action in the future.

Subd. 3: Procedure Guidelines and Definitions.

The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).

The individual(s) filing the grievance must propose a specific remedy.

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

The grievance must be filed in writing and given to the appropriate supervisor.

The term “employee” within this policy shall not include employees subject to a valid collective bargaining agreement addressing employee discipline or termination, statutorily appointed individuals identified specially in a statute as serving at the pleasure of an appointing authority, elected officials, and independent contractors.

Section 3: Representation: At its own expense, a party may be represented during any step of the grievance procedure by a representative of his/her own choosing.

Section 4: Time Limitations and Waiver: Grievances must be submitted and appealed in compliance with all timelines specified in this procedure. The failure to comply with any of the timelines specified in this procedure will constitute a waiver of the grievance. Consequently, the failure of an employee to timely submit or advance a grievance will result in the dismissal of the grievance. Failure of the District to timely respond to the grievance will constitute a denial and automatically advance the grievance to the next step.

Subd. 1: Extensions: The District may unilaterally waive or extend the timeliness specific in this procedure. An aggrieved employee will be notified in the case of the extension.

Subd. 2: Counting Days: “Days” used in this policy and procedure means calendar days, excluding holidays, as defined in the Handbook. In computing any period of time prescribed or allowed by this procedure, the date of the act or event from which the designated period of time begins to run is not included. The last day of the period will be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period runs until the end of the next day that is not a Saturday, a Sunday, or a legal holiday.

Subd. 3: Filing and Postmark: The filing or service of any notice or document will be timely if it is personally served or if it bears a postmark of the United States Postal Service within the time period. The filing or service of any notice or document will also be timely if it is filed or served by electronic mail that is properly addressed and fully transmitted within the time period.

Section 5: Grievance Process: The aggrieved Employee must process a grievance in the following manner and sequence:

Step 1: Informal Resolution: The aggrieved employee must first discuss the grievance at a meeting with the employee’s immediate supervisor or designee. The employee must advise that the meeting is for the purpose of discussing a grievance. Such discussions must take place within thirty (30) calendar days after the event giving rise 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 employer places emphasis on conciliation and/or mediation of workplace safety-related questions or concerns. All safety issues must be reported.

Step 2: Written Grievance: If the grievance is not resolved within twenty (20) calendar days after the meeting at Step 1 above, the grievant may advance the grievance by reducing it to writing and presenting it to the District’s Superintendent or designee. The written grievance must be submitted, signed and dated by the

employee. The District Superintendent must schedule a meeting to review the matter within ten (10) calendar days of receiving the written grievance. The District Superintendent or a designee will provide a written answer to the employee within ten (10) calendar days after the grievance was presented in writing or after the meeting, whichever is later.

Step 3: Appeal to Impartial Hearing Officer: The written decision of the District Superintendent shall be final unless the grievant appeals the Step 2 decision to an impartial hearing officer (“IHO”) by submitting a written appeal grievance to the District’s School Board within ten (10) calendar days after receipt of the decision at Step 2.

An IHO is defined as a person who is not employed by the School District, does not have a direct interest in the grievance, and is qualified by knowledge, training, or experience to hear the grievance. The School Board shall appoint the hearing officer. The hearing shall be conducted as soon as practicable and may or may not be transcribed, subject to the IHO’s discretion. Witnesses may also present information but only in person and written documents may also be submitted, subject to the IHO’s discretion. The IHO may request oral or written closing arguments and replies. The IHO shall provide a written decision.

If the grievance is related to workplace safety, the question before the hearing officer shall be whether the employer’s responsibility for the safety issue is reasonable and not arbitrary or capricious. If the grievance is related to discipline or termination, the IHO shall address the following questions in his/her decision:

Was the discipline or termination action taken by the District arbitrary or capricious?

Within ten (10) calendar days after receiving the IHO’s findings, conclusions, and recommendations, the aggrieved employee must give the District written notice of acceptance or rejection of the IHO’s findings, conclusions, and recommendations. If the employee accepts the findings, conclusions, and recommendations, or if the employee does not provide timely notice of rejection, the employee will be deemed to have acquiesced to the findings, conclusions, and recommendations of the IHO, in which case the employee may not pursue the grievance further in any forum.

The cost of the IHO shall be split between the employee and the District 50/50.

Step 4: Appeal to the Board: The decision of the IHO shall be final unless either the District Administrator or the employee files with the Board’s Secretary a request for the decision to be reviewed by the Board no later than five (5) days of the date of the IHO’s decision. The Board may, on its own initiative, review the decision of the hearing officer.

The Board shall review the matter as soon as practicable. The Board shall examine any records produced at the hearing before the IHO and determine whether a rational basis exists for the written decision. The Board shall not conduct a de novo hearing but may, in its discretion, review any records from the hearing before the IHO, including but not limited to the exhibits received by

the IHO. In addition, as it sees fit, the Board may conduct its review based entirely on the paper record created before the IHO and without receiving any new testimony or other evidence. A simple majority vote of the Board membership shall decide the appeal, shall be final and not subject to further review. The Board's written decision must state whether the decision of the IHO is approved, reversed, or modified.

Section 6: Limitations:

- A grievance that is subject to the jurisdiction of a governmental body or specific procedure by other Wisconsin Statutes shall be governed by those statutes and not the Grievance Procedure.
- A grievance that is subject to any other Policy or Ordinance for formal or informal investigation or dispute resolution procedures may not be brought forth under this Policy.
- Grievance meetings/hearings held during the employees' off-duty work hours will not be compensated.

Cross Reference:

Legal Reference: 2009 Wisconsin Act 10: Sec. 66.0509 (1m)

SECTION 3: Professional Hours/Workday

3.01 Normal Hours of Work

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, ss111.70(1)(L), Wis. Stats.

Although professionals' work is not limited to any specific number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week" are considered to be eight (8) hours per day, Monday through Friday, including a duty-free thirty (30) minute lunch period. The actual workday shall be established annually by the Board in conjunction with the school calendar and will be presented to the staff at the beginning of the school year. It is necessary for the safety of the students and for parent contact that teachers are, at minimum, in the building and accessible from 7:30 a.m. until 3:30 p.m. (Wednesdays until 4:00 p.m.). Failure to adhere to set hours will result in disciplinary action as defined in the Faculty Handbook.

As teaching is a salaried position, it is understood that time will be spent beyond the regular workday to complete required tasks including, but not limited to, staff meetings, student supervision, attending school-sponsored events such as field trips, open houses, graduation, and meetings with students, parents, community members and colleagues, as necessary and as directed by the District.

3.02 Teacher Absence and Substitutes

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to call the designated Substitute Coordinator to handle teacher absences for each building. If possible, such notification should be made the evening prior to the time of absence, or before 6:00 a.m. This will help to provide time for obtaining a substitute teacher. Teachers are responsible for providing substitute teacher lesson plans and

daily schedule. In addition to calling the Substitute Coordinator, teachers are responsible for entering their absences into the Skyward system.

3.03 Limitations on the Docking of Pay of Exempt Employees:

- A. Exempt employees need to be paid for any workweek in which they perform no work and use no accrued sick leave. See 29 CFR ss541.602(a).
- B. Deductions from pay may be made when an exempt employee is absent from work and does not use accrued paid leave for one or more full days for personal reasons, other than sickness or disability. See 29 CFR ss541.602(b)(1).
- C. Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with a bona fide plan, policy or practice of providing accrued paid leave for such sickness or disability and where the employee has exhausted such leave. See 29 CFR ss541.602(b)(2).
- D. While the District cannot make deductions from pay for absences of an exempt employee occasioned by jury duty, attendance as a witness or temporary military leave, the District can offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without the loss of the exemption. See 29CFR ss541.602(b)(3).
- E. Deductions from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules. Such suspensions must be imposed pursuant to a written policy applicable to all employees. See 29 CFR ss541.602(b)(5).
- F. The District is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Federal or Wisconsin Family and Medical Leave Acts. Rather, when an exempt employee takes unpaid leave under either Family and Medical Leave Act, the District may pay a proportionate part of the full salary for time actually worked. See 29 CFR ss541.602(b)(5).
- G. Exempt employees who are eligible to accrue sick, personal and other paid leave who take leave for personal reasons or because of illness or injury of less than one work day may have their pay docked when such accrued leave is not used by the employee because:
 - 1. Permission for its use has not been sought or has been sought and denied;
 - 2. Accrued leave has been exhausted; or
 - 3. The employee chooses to use leave without pay.
- H. It is the policy of the School District of Albany that improper pay deductions from the salary of exempt employees under the federal Fair Labor Standards Act as specified in board policy, this handbook and 29 CFR ss541.602 are prohibited. Employees are to promptly report any improper pay deductions to the School District Office. Employees who have had improper deductions made from their compensation will be promptly reimbursed. See 29 CFR ss541.603(d).

3.04 Emergency School Closures

In the event the District 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 hours necessary to guarantee the receipt of state aids and /or necessary to meet the minimum annual school year requirements of the State of Wisconsin. Teachers shall not receive additional compensation in the event the District requires such time to be made up with or without pupils.

3.05 School Calendar

The year will include four (4) in-service days and three (3) paid holidays. If parent-teacher conferences are held during non-school hours, comparable release time will be granted during a school day. The length of the school calendar and the length of the school day will be determined by the Board in accordance with the required hours of instruction mandated by the state.

The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board. Teachers will attend one after school staff meeting per month.

SECTION 4: Professional Growth

4.01 Requirement to Remain Current

All teachers shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, Board established curriculum, District vision, initiatives, as well as continuing study of the art of pedagogy. In addition to maintaining high standards of excellence for the students and school, the teacher will make him/herself available during the contractual year and day to his/her colleagues for assistance, to the District for services beyond those specifically required as part of his/her individual contractual duties, and to the community as a valuable resource.

SECTION 5: Teacher Supervision and Evaluation

5.01 General Provisions

Observations and evaluation of the work performance of the staff will be conducted according to school district policy, DPI guidelines and Wisconsin Administrative Law. This evaluation system shall be presented to the Board prior to implementation for approval. The Board and Administration view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members.

5.02 Evaluators

Every teacher in the District will be supervised and evaluated by an Administrator and/or his/her designee as determined by Administrators. The administrator may be a District employee or a non-District employee.

SECTION 6: Teacher Assignments, Vacancies and Transfers

6.01 Teacher Assignments, Vacancies and Transfers

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator of the District and/or his/her designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator. Consideration shall be given these requests, but the District Administrator retains full discretion to make assignments.
- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall normally be posted. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted at minimum, in the staff work room and on the **WECAN** website.
- D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon state 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. The District retains the right to determine the job descriptions needed for any position.
- E. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary, the District will transfer the employee at its discretion.

6.02 Employee Resignations and Release from Contract

The teacher's contract shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:

1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires severance to occur.
2. Liquidated Damages: If the teacher with a signed contract for the ensuing school year seeks release to accept other employment after July 1, damages will be assessed **as listed below**:

July 1-July 31 st	\$ 500
August 1 st -August 15 th	\$1000
August 16 to end of the school year	\$1500
3. An employee who chooses to leave the district during the school year, may choose to have the fine deducted from their pay check.
4. This expressed intent to liquidate the uncertain damages and harm to the school district is not the exclusive remedy or the right of the Board, but is, rather, an alternative right and

remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from a breach of individual teacher contract.

6.03 Extended Contracts

Additional contract days may be added to the contracted school calendar with approval from the District Administrator and/or his/her designee.

A. Substitute for Colleague Pay

A teacher who is requested by the Administration to teach a class during a scheduled preparation period will be paid at the rate of twenty dollars (\$20.00) per class period.

B. Overload

The overload payment will be paid as a 5% of the BA base step on the 2017 - 2018 salary schedule to those teachers of 5th – 12th grade, teaching more than 88% (a full schedule with no preparation time) of the instructional day including supervision.

- A special education teacher who teaches EEN children PreK-12 (at any level) will receive a five percent (5%) overload payment when preparing ten (10) or more * preparations each day. In the context of Special Education overload, *preparation* is considered a discrete, individual or small group direct instruction of a student(s) in a subject/skill area. Subsequent duplication of the same lessons(s) will not count as additional preparations.
- All above stated overload payments will be paid during the current school year to any teacher who is assigned at the beginning of the semester to teach in one of the overload situations described.
- Any overload payment is to be paid in two (2) installments, the first with the first paycheck in December, the second with the first paycheck in June.

C. IEP Meeting Attendance

Teachers who are requested to attend an IEP meeting that extends thirty (30) minutes beyond the regular teacher work hours shall be compensated for such attendance at the rate of twenty dollars (\$20.00) per hour subject to the following restrictions. In order to receive the twenty dollars (\$20.00) per hour of compensation the employee must remain at the IEP meeting until its conclusion or satisfy one of the following:

- a) be at the IEP meeting for at least thirty (30) minutes after end of the regular school day;
or
- b) be at the IEP meeting at least fifteen (15) minutes before the commencement of the regular school day.

SECTION 7: Reduction in Force, Positions and Hours

7.01 Reasons for Reduction in Force

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

7.02 Notice of Reduction

The District will provide notice of layoff in accordance with the timelines set forth in ss118.22, Wis. Stats. The layoff notice shall specify the effective date of the layoff, the right to a private conference under ss118.22, Wis. Stats and will refer the employee to the Reduction in Force provision in this Handbook.

7.03 Selection for Reduction

The needs of the Employer shall be the prime consideration used in the Employer's determination of which employees shall be laid off. The rehiring of employees that have been laid off shall be determined by the Employer based on its need for the most qualified person to perform the available work. The District shall utilize the following criteria in order of application for determining the employee for nonrenewal:

- A. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
- B. Qualification as Established by the Board: Including, but not limited to specific skills, certification (if applicable), training, District evaluations, etc.
- C. Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area: Relevant qualifications will be those experiences and training that best relates to the position(s) to be maintained and District needs as determined by the Board. These experiences may include but are not limited to current and past assignment and practical experiences in the area of need.
- D. Performance of the Employees Considered for Nonrenewal: Performance of the employees under consideration as previously and currently evaluated. Greater weight may be given to more recent evaluations.
- E. Length of Service of the Employee:
 1. Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
 2. Tie Breaker on Length of Service: In the event two (2) or more employees start on the same date, the employee who is senior shall be determined by the District.
 3. Length of Service List: The District will annually produce a length of service list by September 30th. Employees will raise any objections to the proposed length of service list by December 1st.

7.04 Insurance Benefits Following Layoff

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

SECTION 8: Professional Compensation

8.01 Salary Schedule – *Attached for informational purposes only.*

8.02 In-Service and Other Training

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

8.03 Guidelines for Obtaining Credits

The District requires that any credits be approved by the Superintendent prior to enrollment if the employee intends to use credits to advance on the salary schedule. Credits must support District goals and/or initiatives.

SECTION 9: Post-Employment Benefits

9.01 Severance Pay

- A. Sick Leave Payout for Reasons Other Than Retirement Under Section 9.01B below: When a teacher leaves the District for reasons other than retirement, he/she will be paid ten dollars (\$10.00) per day for accumulated sick leave up to one hundred twenty (120) days. When a teacher retires from the District and is not eligible for the benefit in Section 9.01B, he/she will be paid one hundred dollars (\$100.00) per day for accumulated sick leave up to one hundred twenty (120) days. In the event of a teacher's death, the severance pay will be paid at the rate of one hundred dollars (\$ 100.00) per day as a death benefit to the teacher's beneficiary.
- B. Sick Leave Payout for Teachers Whose Employment Ends Due to Retirement: Non-Elective Post Retirement 403(B) Tax Sheltered Annuity (For Employees who retire on or after July 1, 2007.)
 1. Effective Date of Benefit: This benefit is only available for teachers who retire on or after July 1, 2007 and who meet the applicable retirement requirements set forth below:
 - a. The teacher must be age fifty-seven (57) or greater on or before June 30th in the calendar year that retirement will commence, and;
 - b. be currently under contract with the School District of Albany, including teachers who are on approved leave, and
 - c. have taught twenty (20) years within the School District of Albany by June 30th in the calendar year that retirement will commence.
 2. Timing of 403(b) Payments: The retiree shall receive a payment amount as set forth in Subsection 3 below, contributed to a Non-Elective Post-Employment 403(b) employer contribution plan as set forth in the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). The Employer will contribute the amount in twenty-four (24) equal installments commencing with the end of the month following the effective date of the employee's retirement, provided the total does not exceed the maximum permitted by law (i.e., IRC Section 415 limits).

If the employee maximizes their final year elective contributions and the District obligation is limited in the final year of employment to less than the amount due the employee on a monthly basis, the difference due the employee will be paid in equal

amounts in remaining twenty (20) months following retirement where the amount conforms to the statutory limits.

3. 403(b) Contribution Amount: The employee shall receive one hundred and twenty-five dollars (\$125.00) for each unused accumulated sick leave day up to the maximum allowable amount of accumulated sick leave as set forth in Section 10.01, subsection a (i.e., one hundred twenty (120) days). The maximum amount paid out under this section is fifteen thousand dollars (\$15,000.00), i.e., $120 \times \$125.00 = \$15,000.00$. The amount of accumulated sick leave shall be determined on the employees' last day of employment with the District.
4. If a retiree dies while receiving a benefit under this Article and is survived by a spouse or dependent, such person shall be eligible to receive any unused portion of the eligible retiree's benefit under this section. The District will make a TSA contribution of the remainder to the designated beneficiary in a lump sum no later than the end of the month when the death occurred or immediately thereafter to the maximum extent permitted by the Internal Revenue Code and applicable regulations.

The retiree shall at the time of retirement designate the beneficiary(s) on a form provided by the District.

DISTRICT'S ACADEMIC CALENDAR

(Attached at end of document)

APPENDIX A

Teacher Salary Schedule

2017 - 2018									
Salary Schedule									
05/17/17									
LANE	1	2	3	4	5	6	7	8	9
	BA	BA+6	BA+12	BA+18	BA+24	BA+30	MA	MA+12	MA+24
STEP 1	34,943	35,628	36,317	37,004	37,690	38,377	39,063	39,749	40,436
2	36,215	36,926	37,639	38,349	39,061	39,775	40,487	41,200	41,912
3	37,486	38,223	38,961	39,698	40,435	41,173	41,912	42,649	43,386
4	38,757	39,521	40,283	41,047	41,808	42,572	42,572	44,099	44,742
5	40,030	40,816	41,605	42,394	43,181	43,971	44,760	45,549	46,337
6	41,301	42,115	42,928	43,742	44,556	45,369	46,185	46,997	47,812
7	41,301	43,410	44,251	45,089	45,928	46,767	47,608	48,447	49,286
8	41,301	44,707	45,573	46,438	47,301	48,165	49,031	49,896	50,761
9	41,301	46,004	46,895	47,786	48,677	49,564	50,457	51,346	52,236
10	-	-	48,219	49,132	51,421	50,963	51,880	52,797	53,711
11	-	-	48,219	50,481	52,181	52,362	53,305	54,245	55,187
12	-	-	-	-	52,181	52,362	54,768	55,734	56,704

APPENDIX B

Extra Duty

The extra-curricular activities that take place at the school are the public's window to our school. Extra duty is a required obligation of the teachers. It allows the community to see the teachers involved in school activities and events promoting school spirit and involvement. It also provides adequate supervision and assistance which allows the events to occur in a professional, safe manner.

Every teacher is expected to take two outside non-paid duties per year. This duty can be any of the following:

- Ticket Taker
- Ticket Sales
- Crowd Control
- Chaperone for dances
- Assist at school special events; forensics, music events, Baertschi Invite, PTO events or others as approved by administration.

After two events teachers may request pay for the above at the rate of \$9.00 per hour.

There is also an opportunity for any staff member to be paid for the following trained positions: (This may count towards the two required duties.)

Timer	\$ 10.00 per hour
Scorekeeper	\$ 10.00 per hour
Line Judge	\$ 10.00 per hour

NOTE: The preceding hourly rates shall be adjusted accordingly to comply with state or federal law changes in the minimum wage amount.

If you sign up but do not show up, you will be responsible for two (2) additional non-paid events.

APPENDIX C

Co-Curricular Salary Schedule

Annual Advisor	1500
Athletic Director	5000
Boys High School Baseball – Assistant	1500
Boys High School Basketball – Assistant	2300
Boys High School Basketball – Head	3000
Boys Middle School Basketball	1000
Data Coordinator	800
FBLA Advisor	800
FFA Advisor	7000
Forensics	500
Girls High School Basketball – Assistant	2300
Girls High School Basketball – Head	3000
Girls High School Softball – Assistant	1800
Girls Volleyball – Assistant	1500
Girls Volleyball – Head	2500
High School Cross Country – Assistant	1500
High School Cross Country – Head	3000
High School Football – Assistant	2300
High School Track – Assistant	1500
High School Track – Head	3000
Homecoming Advisor	500
Junior Class Advisor	500
Senior Class Advisor	500
Middle School Cross Country	1000
Middle School Football – Assistant	1000
Middle School Girls Basketball	1000
Middle School Girls Volleyball	1000
Middle School Track	1000
Middle School Wrestling - Assistant	1000
Music – Instrumental	1200
Music – Vocal	500
National Honor Society	500
Play / Musical	1500
Musical Assistant	1200
Social Media Manager	750
Social Media Manager	750
Student Council Advisor	1700
Webmaster	2000
Wrestling – High School – Assistant	2300

APPENDIX D

Employee Accident/Injury Report

(To be completed by Principal/Supervisor within 24 hours of time of accident/injury)

EMPLOYEE INFORMATION (Please print legibly)	
Employee Name (Last, First, Middle initial)	
Employee Address	City State Zip
Home Telephone Number ()	Work Telephone Number ()
ACCIDENT INFORMATION	
Building or Site Where Accident Occurred (include address if not at a district facility)	
Date of Accident/Injury	Time of Accident/Injury Name of Person Notified
Describe how the Accident/Injury Occurred:	Body Part(s) Injured: Wrist Hand Leg Knee Head Eye Face Teeth Ankle Foot Abdomen Chest Arm Back Neck Other
Please describe any resulting injury:	

TREATMENT INFORMATION

Did the Employee See a Doctor or Go to the Hospital? Yes No	Date of First Treatment (if known)
Name of Physician, Clinic or Hospital Name and City/Address	
Signature of Principal and/or Supervisor	Date
<i>Please FAX or deliver front page to the District Office <u>within 24 hours</u> of the Accident/Injury.</i>	

Part 2: Accident/Injury Follow-up and Investigation		
Were there any witnesses to this accident?	Yes	No
If Yes, complete the following:		
Name of Witness(es)	Address	Telephone
Please answer the following questions. Circle "Yes" or "No". Indicate <i>N/A</i> if the questions does not apply.		
1. Was injured person properly instructed in safe efficient methods?	Yes	No
2. Did he/she violate any instructions, policies or procedures?	Yes	No
3. Was necessary protective equipment worn? (Goggles, safety belt, hard hat, etc.)	Yes	No
4. Did poor housekeeping contribute to the accident?	Yes	No
5. Was accident caused by something which needed repair?	Yes	No
6. Was accident caused by an unsafe act?	Yes	No
What do you consider the cause(s) of this accident?		
What steps are being taken to prevent similar accidents?		
Lost Time Information (If applicable)		
Time Missed from Work	Date Returned to Work:	
Hours: Days:		
Person Making Report:		
Name	Title	Date
Building		
Principal/Supervisor Signature		Date
Safety Coordinator Review:		
<i>Send completed Employee Accident/Injury Report to Fiscal Services Office <u>within 3 work days.</u></i>		

APPENDIX E

TSA Information

See District Bookkeeper for Information

EMPLOYMENT POSTERS/NOTICES

As a general matter, school districts should prominently post the following poster/notices in a place where notices to employees are customarily posted in the workplace

COPYRIGHT BASICS

English <http://www.copyright.gov/circs/circ01.pdf>

Employee Protections against Use of Honesty Testing Devices – Wisconsin

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

APPENDIX F

Summary of Changes to Employee Benefits 2017 - 2018

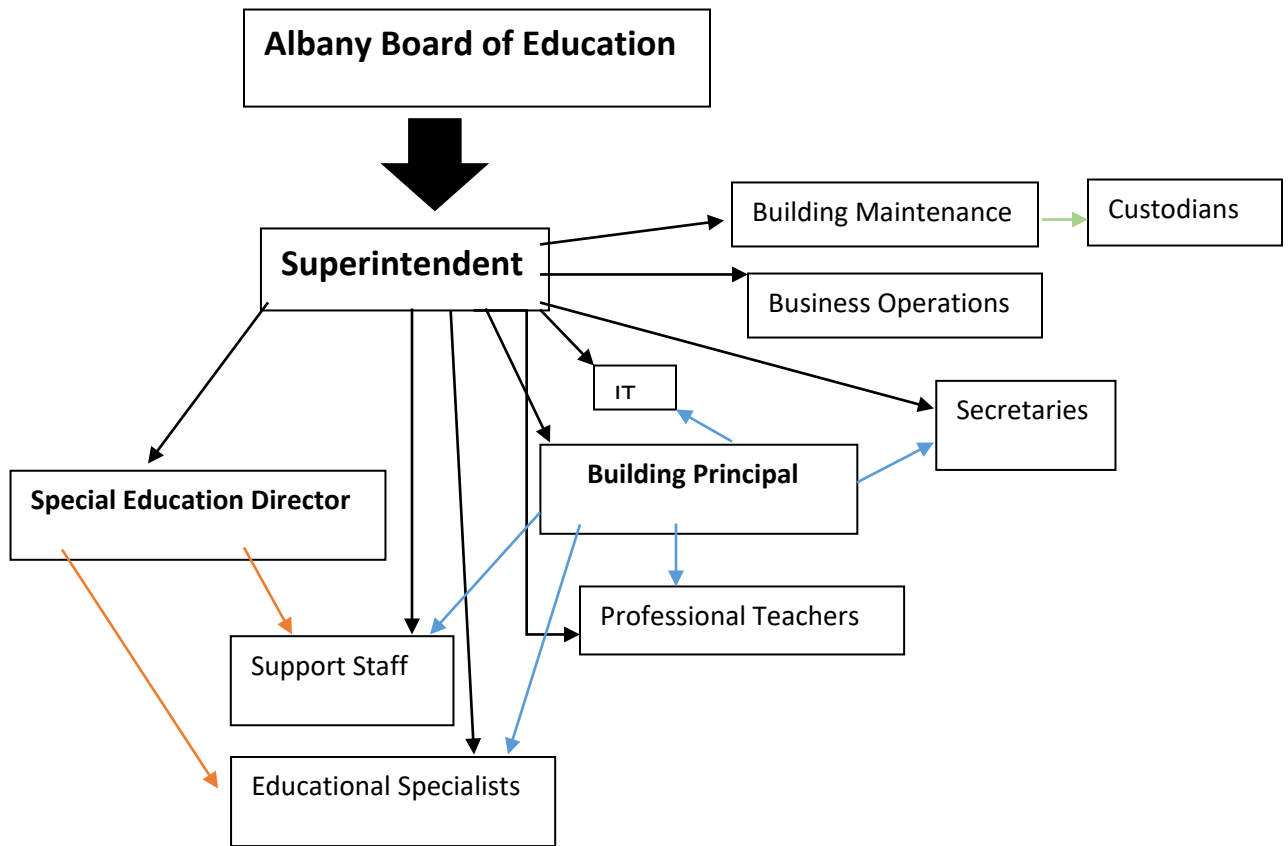
There are no changes with Delta Dental, WEA Life Insurance, or NIS Disability LTD/STD. The Dean Health Insurance Plan is **an HSA plan**.

- **District's Health Plan:**

Split of Eligible Deductible Expenses*	2017-2018 Plan Year
Employee pays	
Single	\$1,125
Family	\$2,250
District's HSA contribution	
Single	\$1,875
Family	\$3,750

APPENDIX G

Supervisor Structure



APPENDIX H

Summary of Points

The School District of Albany encourages constant growth of certified staff. The following summary of points serves as a road map for professional growth. Staff members will increase their levels based on a combination of evaluations and documentation of professional growth. To move from one level to another, a staff member must accrue 500 points in a school year. 300 of those points are awarded for a successful year of instruction. The additional 200 points are attained by completing assigned activities. To be eligible for movement, the staff member MUST be awarded the 300 points for a successful year of teaching.

<p>Evaluations</p> <p>You can qualify for one of the following per year.</p>		
<p>Teaching Experience – Successful Year of Evaluation</p> <ul style="list-style-type: none"> To attain this you must achieve Effective marks on 5 of the 6 evaluation sections 		300
<p>Activities</p> <p>You can earn 200 points if you successfully complete 200 points of the following activities in the current year. Partial points are not awarded. Activities may not be carried over to the next year.</p>		200
<p>Professional Development and Learning Options by Type</p>	<p>Type or Amount of Work</p>	<p>Professional Learning Points Available 3</p>
<p>University or College Academic Credit Course</p>	<p>Pre-approved Collegiate or University Course that is taken for credit</p>	<p>Each 3-credit class is equal to 50 points.</p>
<p>Professional Development Plan – Verification</p>	<p>Initial and Professional Educator PDP Completion may be eligible for points subject to the terms defined herein.</p>	<p>100 points for initial educator PDP completion.</p> <p>**All above must be reviewed by an in-district review team to be eligible for points.</p>

Staff or District Initiated Organized Class (Non-Professional Development Day)	General Parameters for approval are the same as collegiate course taken for credit.	Presenter – 1 hour of class equals 50 points.
District Approved Professional Learning Sessions – (e.g. Workshops, Conferences, Courses and Classes not for collegiate credit, for example attending Winter Institute for Readers)	General Parameters for approval are the same as collegiate courses taken for credit. Workshops and Workshop, conference, course or class may be eligible for points as determined by the Administration. The formula used for University or College Academic credits shall be used as a guide. Workshop, conference, course or class session must be outside of the employee’s regular contracted workday.	50 points per day.
Group Action Research	Group Action Research may be eligible for points subject to the terms defined herein.	50 points.
Approved district curriculum writing	Curriculum writing projects need to be preapproved by Administration as part of the curriculum renewal process.	Points are determined by the Administration at the time of approval: 50 points for curriculum writing.
PBIS Team Service	Approved by Administration	50 points for team service time spent outside of the workday.
District Handbook Committee Service	Approved by Administration	50 points for committee meeting time spent outside of the workday.
District Committee Service	Approved by Administration	50 points for committee meeting time spent outside of the workday.
Staff Development Activities (Planning and Delivery)	Approved by Administration	50 points
Boot Camp	Approved by Administration	50 Points
Class Advisor	Approved by Administration	50 points

Supervision of Student Teachers	Approved by Administration	100 points
Teacher Mentor	Approved by Administration	50 points
After School Academic Supervisor	Approved by Administration	100 points
Offer approved summer enrichment activities	Approved by Administration	100 points
NVCI Training	Approved by Administration	25 points
Curriculum Training 8 hours	Approved by Superintendent	50 points
Read 180 Training	Approved by Superintendent	50 points
Go Math Training	Approved by Superintendent	50 points

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Spanish Version

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Las personas con discapacidades que necesiten medios alternativos para la comunicación de la información del programa (por ejemplo, sistema Braille, letras grandes, cintas de audio, lenguaje de señas americano, etc.), deben ponerse en contacto con la agencia (estatal o local) en la que solicitaron los beneficios. Las personas sordas, con dificultades de audición o discapacidades del habla pueden comunicarse con el USDA por medio del Federal Relay Service [Servicio Federal de Retransmisión] al (800) 877-8339. Además, la información del programa se puede proporcionar en otros idiomas.

Para presentar una denuncia de discriminación, complete el [Formulario de Denuncia de Discriminación del Programa del USDA](#), (AD-3027) que está disponible en línea en: http://www.ascr.usda.gov/complaint_filing_cust.html y en cualquier oficina del USDA, o bien escriba una carta dirigida al USDA e incluya en la carta toda la información solicitada en el formulario. Para solicitar una copia del formulario de denuncia, llame al (866) 632-9992. Haga llegar su formulario lleno o carta al USDA por:

- (1) Correo: U.S. Departamento of Agricultura
Office of te Asistan Secretar foro Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; o
- (3) Correo electrónico: program.intake@usda.gov.

Esta institución es un proveedor que ofrece igualdad de oportunidades.

REVISED (7-10-17) SCHOOL DISTRICT OF ALBANY

2017 – 2018 CALENDAR

August							September 19							October 20						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
		1	2R	3R	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5☼	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29 PD-S	30 PD	31 PD/B 11a – 7p			24	25	26	27	28	29	30	29	30	31				
November 3 / 15							December 16							January 2017 14 / 7						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
			1	2	3Q1	4						1	2		1	2	3	4	5	6
5	6	7	8	9▼ 4-7	10▼NS 8-12	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19 Q2	20
19	20	21	22**	23	24	25	17	18	19	20	21	22**	23	21	22PD	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31			
							31													
February 19							March 17							April 19						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
				1	2	3					1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22▼ 4-7	23	24	18	19	20	21	22	23Q3	24	22	23	24	25 NS	26	27	28
25	26	27	28				25	26	27	28	29	30	31	29	30					
May 22							June 4							Legend						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	R Student Registration B Prof. Dev. / No School B Back to School Night Holiday / No School First Day of Classes ** 12:30 Dismissal 2:29 Release for Students / Prof. Dev. For Staff Parent/Teacher Conf. Vacation / No School Q End of Quarter NS No School for Students Only Teachers Report 12:30 Release - Students & Staff Inservice – New Teacher 2 Floating Inservice Days T.B.D.						
		1	2	3	4	5						1	2		QTR 1 = 42					
6	7	8	9	10	11	12	3	4	5	6	7	8	9		QTR 2 = 45					
13	14	15	16	17	18	19	10	11	12	13	14	15	16		QTR 3 = 43					
20	21	22	23	24	25	26	17	18	19	20	21	22	23		QTR 4 = 43					
27	28	29	30	31			24	25	26	27	28	29	30		173					

