



**2024-2025**

**DEERFIELD COMMUNITY  
SCHOOL DISTRICT  
EMPLOYEE HANDBOOK**

APPLICABLE TO ALL DISTRICT EMPLOYEES

# Employee Acknowledgment

*(sign and return to supervisor)*

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 online under District>Board of Education.

The *Employee Handbook* and the Board Policies Manual can be found on the district website at **[www.deerfield.k12.wi.us](http://www.deerfield.k12.wi.us)**. The information in this *Handbook* is subject to change. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this *Handbook*. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term 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. My signature on this form is acknowledgment 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 as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

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PRINT NAME

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SIGNATURE

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DATE

***Supervisors are to 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 seven years.***

### **Student Non-Discrimination Statement**

It is the policy of the Deerfield Community School district that no person may be denied admission to any public school in this district or be denied participation in, be denied the benefits of, or be discriminated against in any curricular, extracurricular, pupil service, recreational, or other program or activity because of the person's sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability or handicap as required by s.118.13, Wis. Stats. This policy also prohibits discrimination as defined by Title IX of the Education Amendments of 1972 (sex), Title VI of the Civil Rights Act of 1964 (race, color, and national origin), and Section 504 of the Rehabilitation Act of 1973. \*The district will provide reasonable accommodation of a student's sincerely held religious beliefs with regard to examinations and other academic requirements per PI4 41.04(1)(a). For more information or to file a complaint, contact Ms. Karen Frey, [freyk@deerfield.k12.wi.us](mailto:freyk@deerfield.k12.wi.us), 608-764-5431, Deerfield Community Schools, 300 Simonson Boulevard, Deerfield, WI 53531.

### **Title IX Notice of Non-Discrimination**

The Board of the Deerfield Community School District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment.

Inquiries about Title IX may be referred to the District's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights ("OCR"), or both.

The District's Title IX Coordinator is:

Karen Frey  
Director of Pupil Services  
300 Simonson Blvd.  
Deerfield, WI 53531  
[freyk@deerfield.k12.wi.us](mailto:freyk@deerfield.k12.wi.us)  
608-764-5431

The Board's non-discrimination policy (#2264 – Non-Discrimination on the Basis of Sex in Education Programs or Activities) and grievance procedures can be located on the district website [here](#).

To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to Policy 2264 – Non-Discrimination on the Basis of Sex in Education Programs or Activities, which can be found on the district website [here](#).

Contact information for the Office for Civil Rights (OCR) is available [here](#).

### **Section 504/ADA Prohibition Against Discrimination Based on Disability**

Pursuant to Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1990, as amended ("ADA"), and the implementing regulations (collectively "Section 504/ADA"), no otherwise qualified individual with a disability shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance solely by reason of disability. The Board does not discriminate in admission or access to, participation in, treatment in its programs or activities. As such, the Board's policies and practices will not discriminate against students with disabilities and the Board will make its facilities, programs, and activities accessible to qualified individuals with disabilities. No discrimination will be knowingly permitted against any individual with a disability on the sole basis of that disability in any of the programs, activities, policies, and/or practices in the District.

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## SECTION 1 - PREAMBLE AND DEFINITIONS

The staff and Board of Education for the Deerfield Community School District have long valued a respectful collaborative relationship. Both parties understand the value of working together for the collective good of the District and for the students and families which the District serves. It is our hope and intention that this positive relationship will be carried into the future so that Deerfield can continue to strive for excellence and equity in educating all of our students.

### **1.01 Purpose of Handbook**

This *Handbook* is intended to provide staff members with specific information regarding the duties and responsibilities in the classroom and building. It is also meant to outline how to handle other tasks and situations which may arise during the school year.

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

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* should not be considered all-inclusive. Copies of Board Policies and Administrative Regulations are available in each administrative office to all personnel and are on the Deerfield Community School District website at [deerfield.k12.wi.us](http://deerfield.k12.wi.us). 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 Deerfield School Board.

### **1.02 Definitions**

- A. Administrative Employees: "Administrative Employees" are defined as persons who are required to have a contract under § 118.24, 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. Discipline: "Discipline" is defined as a suspension [unpaid or paid] or a written reprimand.
- D. Regular Employees: "Regular Employees" are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.
- E. Seasonal/Summer School Employees: "Seasonal Employees" are defined as employees who are hired for a specific period of time, usually related to the seasonal needs of the District. A "Summer School Employee" is defined as an employee who is hired to work for the District during the summer school session. "Summer school session" is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.
  - 1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.

2. The terms and conditions of employment for seasonal/summer school session(s) shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.
- F. Substitute Employees: “Substitute Employees” are defined as non-exempt staff without individual contracts under section 118.21 or section 118.24, Wis. Stats., hired to replace a regular employee during the regular employee’s leave of absence.
- G. Short Term Substitute: “Short term substitute” means a substitute employee employed pursuant to a contract under sections 118.21 or 118.24, Wis., Stats., for no more than 45 consecutive days in the same teaching assignment.
- H. Long Term Substitute: “Long term substitute” means a substitute employee employed pursuant to a contract under sections 118.21 or 118.24, Wis. Stats., for more than 45 consecutive days in the same teaching assignment.
- I. Supervisor: The District will identify the individual employee’s supervisor on the employee’s job description.
- J. Teachers: “Teachers” are defined as persons hired under a contract under section 118.22, Wis. Stats.
- K. Temporary Employees: “Temporary Employees” are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.
- L. Termination: “Termination” is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. 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, for instance, voluntary retirement, voluntary resignation, non-renewal of contract under section 118.22, Wis. Stats. or section 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.
- M. Workplace Safety Definition for Grievance Procedure: In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:
1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
  2. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions).
  3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
  4. The individual(s) filing the grievance must propose a specific remedy.
  5. The issue and proposed remedy must be under the reasonable control of the District.

### **1.03 District Expectations**

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



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

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

#### **1.04 Administrator Responsibilities**

Administrator responsibilities shall include but not be limited to the following:

1. Have an understanding of and demonstrate competence in the teacher standards.
2. Lead by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared by the school community.
3. Manage by advocating, nurturing, and sustaining a school culture and instructional program conducive to pupil learning and staff professional growth.
4. Ensure management of the organization, operations, finances, and resources for a safe, efficient and effective learning environment.
5. Model collaboration with families and community members, responding to diverse community interests and needs, and mobilizing community resources.
6. Act with integrity, fairness, and in an ethical manner.
7. Understand, respond to, and interact with the larger political, social, economic, legal, and cultural context that affects schooling.
8. Uphold and model general responsibilities and expectations for certified staff and support staff.

#### **1.05 Teacher Responsibilities**

Teacher responsibilities shall include but not be limited to the following:

1. Develop and enforce a classroom management plan that is in compliance with the Deerfield Code of Classroom Conduct and district policies.
2. Be guided by professional ethics in relationships with others.
3. Inform parents about academic progress and conduct of students.
4. Show concern and respect for each student.
5. Plan and conduct an effective and motivating instructional program.
6. Be sensitive to the behavior of students and alert to changes that require additional assistance for the student.
7. Know and enforce the rules courteously, consistently, and fairly. Deal with misconduct quickly, firmly, and impartially in all areas of the building.
8. Take advantage of opportunities for academic growth at all levels.
9. Inform students of the course expectations (syllabus), and student progress (or lack of) toward meeting those expectations.
10. Contact parent(s)/guardian(s) as soon as a student fails to meet the minimum course expectations and maintain regular contact with said parents until expectations are met.
11. Develop a Professional Development Plan (PDP) that addresses some/most/all of the following teaching standards:

##### ***Teachers...***

- know the subjects they are teaching
- know how children grow
- understand that children learn differently
- know how to teach
- know how to manage a classroom
- communicate well
- are able to plan different kinds of lessons

### ***Teachers...(cont.)***

- know how to test for student progress
- are able to evaluate themselves
- are connected with other teachers and the community

### **1.06 Support Staff Responsibilities**

Support staff responsibilities shall include but not be limited to the following:

1. Follow rules set forth by the principal and supervisor.
2. Be guided by professional ethics in relationships with others.
3. Show concern and respect for each student.
4. Be sensitive to the behavior of students and alert to changes that require additional assistance for the student.
5. Know and enforce the rules courteously, consistently, and fairly. Deal with misconduct quickly, firmly, and impartially in all areas of the building.
6. Handle behavior problems according to established practices.
7. Report undesirable school situations promptly.
8. Be flexible. Assignments and schedules may change throughout the year for various reasons. It is imperative that the staff support the changes and remain flexible.
9. Manage your time well and make sure that you are at work on time and that throughout the school day you are where your schedule says that you should be.
10. Report all injuries to your supervisor and complete the required paperwork.
11. Contact your supervisor regarding questions or concerns.

## **SECTION 2 - EMPLOYMENT LAW**

### **2.01 Employment of Minors**

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

### **2.02 Equal Opportunity**

In keeping with the requirements of federal and state law, the Deerfield School District shall strive to remove any vestige of discrimination in employment, assignment, and promotion of personnel; in educational opportunities and services offered students, in their assignment to schools and classes, and in their discipline; in location and use of facilities; and in educational offerings and materials.

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

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

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

The Board has adopted a grievance process that provides for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process is included in Policy 2264 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available at: [deerfield.k12.wi.us](http://deerfield.k12.wi.us). The grievance process specifically addresses how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the District will respond. For more information or to file a complaint, contact Karen Frey, [freyk@deerfield.k12.wi.us](mailto:freyk@deerfield.k12.wi.us), 608-764-5431, Deerfield Community Schools, 300 Simonson Boulevard, Deerfield, WI 53531.

### **2.03 Fair Labor Standards Act**

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA] as authorized by Wisconsin Administrative Code DWD 274.08. For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage can be found by contacting the payroll/benefits office.

### **2.04 Family and Medical Leave Act**

The District may be obligated to provide eligible employees with leave from work, and certain associated rights and mandated benefits, as provided under the following laws:

- Federal Family and Medical Leave Act (FMLA)
- Wisconsin Family and Medical Leave Act (WFMLA)
- Wisconsin Bone Marrow and Organ Donation Leave law

The FMLA and WFMLA offer leave entitlements to eligible employees related to the following circumstances:

- Leave for the employee's own serious health condition.
- Leave to care for certain individuals who have a serious health condition.
- Leave connected to the birth of a child, the adoption of a child, and certain foster placements.

The federal FMLA also provides for periods of leave and various related rights to eligible employees for the following:

- Certain qualifying exigencies that arise when an eligible employee's spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty.
- To care for a covered service member with a serious injury or illness. The employee must be the spouse, son, daughter, parent, or next of kin of the covered service member.

Separate from the WFMLA and FMLA, state law also provides for work-related leave and certain related rights for eligible employees who serve as a bone marrow or organ donor.

A. **Notification of Benefits and Leave Rights:** Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Handbook* as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1).

Information concerning family and medical leave rights under the Wisconsin Family and Medical Leave Act will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: [https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_7983\\_p.pdf](https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf).

Information concerning leave rights under the Wisconsin Bone Marrow and Organ Donation Leave law will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at:  
[http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_18114\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_18114_p.pdf).

- B. **Requesting Leave:** Employees shall adhere to applicable law and District-established procedures for requesting, using, and returning from a period of leave that may be for an eligible purpose under one or more of the laws addressed in this section. These procedures are available upon request in the District office and/or on the District website. No employee may approve or deny his/her own requests for leave that may be taken under the laws addressed in this policy. The duration and other terms and conditions of any approved leave will be as specified in the applicable laws, as expressly supplemented by District-established guidelines and procedures and by the notices that the District provides to an employee in a specific situation.

Pursuant to the established procedures described above, employees are expected to provide the District with reasonable notice of the need for leave, and this notice should be provided in advance of the need for leave whenever possible. Reasonable notice is normally at least five business days prior to the date the leave is to begin, except that when [insert]-days' notice is not practicable (e.g., because the need for leave could not reasonably have been foreseen or planned for that far in advance), notice should be given as soon as possible and practical under the circumstances. In most circumstances, when an employee becomes aware of a need for leave fewer than five business days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next business day after becoming aware.

- C. **Eligibility Determinations:** To the extent required by any applicable state or federal law or regulation, upon the District's receipt of an employee's request for such leave, or once the District becomes aware that an employee's need for leave is for a reason that may qualify under any of the types of leave being addressed in this section of the *Handbook*, the District will:
- Notify the employee if he or she is eligible for leave and, if eligible for leave under the federal FMLA, provide a notice of rights and responsibilities under the federal FMLA, including notice of the employee's ability to take leave intermittently or on a reduced schedule (if eligible).
  - Notify the employee of the reason for ineligibility or denial of leave, if such a determination is made.
  - Notify the employee if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

D. **Return to Work and Reinstatement:**

1. **Generally,** upon the conclusion of a period of state and/or federal leave, and assuming the employee's leave did not exceed his/her relevant statutory entitlement(s), the District's normal procedures for restoring an employee to the same or an equivalent position are as follows:
  - a. If the employment position that the employee held immediately before starting the statutory leave still exists, but is either vacant or is being performed by a temporary substitute, the employee returning from statutory leave will be restored to his/her former position.
  - b. If the employment position that the employee held immediately before starting the statutory leave still exists but is not available, as described in the previous sub-section, then the employee returning from statutory leave will be reinstated to an equivalent position, as defined by applicable law. In general, positions are considered equivalent if they have substantially similar duties and equivalent compensation, benefits, working shifts, hours of employment, and other relevant terms and conditions. In addition:

- i. A licensed employee will not be required to accept a position that requires the employee to obtain additional licensure.
  - ii. An employee returned to an equivalent position will not be involuntarily assigned to a worksite that involves a significant increase in commuting time or distance.
- c. As further outlined above within these procedures, an employee returning to work from federal leave attributable to his/her own serious health condition may be required to provide a fitness-for-duty medical certification as a condition of reinstatement.
- d. To the extent consistent with applicable laws, an employee's present ability to perform the essential functions of a position, with or without reasonable accommodations related to a qualifying disability, may affect the normal reinstatement procedures.
2. Limitations on reinstatement rights. As further provided by applicable laws and regulations, an employee returning from statutory leave is not entitled to any employment benefit or any employment position to which the employee would not have been entitled had he/she not taken statutory leave. Accordingly, employees taking state and/or federal leave may be affected by, for example, terminations, reductions in hours/positions, transfers, reassignments, and changes in benefits that would have occurred regardless of the statutory leave.
3. Early return to work. If circumstances change and an employee determines after beginning a period of statutory leave that the amount of leave originally anticipated is no longer necessary, the employee shall notify the District of the changed circumstances as soon as practicable. In most cases, it will be reasonable and practicable for the employee to provide such notice within two (2) business days of the date the change in circumstances is known and reasonably in advance of the revised return-to-work date.
4. Failure to return to work. If an employee does not return to work at the conclusion of a period of protected statutory leave, and if the employee has neither resigned nor appropriately arranged for a continued absence from work on a District-approved basis (e.g., by arranging for some form of approved leave), the employee may be subject to immediate termination or other disciplinary action.
5. Extended leave at the end of academic terms. To the extent permitted by federal statutes and regulations, the District reserves the discretion to delay an instructional employee's (as defined under federal regulations) return to work from a period of federal leave through the remainder of the current academic term. The federal authority to exercise such discretion depends on the specific reason for the leave, the timing of the employee's leave, and the timing of the employee's proposed return to work. Such discretion does not apply when the leave that was being used immediately preceding the employee's return to work also counted as a period of state leave. For purposes of this provision, the school district's "academic terms" are (1) the grading term that ends closest to December 31<sup>st</sup>, and (2) the end of the grading term that marks the start of the summer recess period.

Employees are encouraged to direct any questions regarding this section of the *Handbook*, or its applicability to their particular circumstances, to the Human Resources Coordinator.

## **2.05 Immigration Law Compliance**

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

## **2.06 Employment Harassment Based on a Legally Protected Status**

- A. **Policy Statement:** The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of unlawful employment harassment.
- B. **Unlawful Employment Harassment:** The District shall not tolerate unlawful harassment in employment based on any personal protected class characteristic described above in section 2.02. Unlawful employment harassment that could alter conditions of employment, or form a basis for personnel decisions, or interfere with employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of unlawfully harassing District employees in the workplace. Unlawful employment harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Unlawful harassment in employment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:
1. Unwelcome sexual advances, comments or innuendos;
  2. Physical or verbal abuse;
  3. Jokes, insults or slurs based on any personal characteristic described above in Equal Opportunity (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);
  4. Taunting based on any personal characteristic described above in Equal Opportunity; and/or
  5. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

In determining whether harassment is sufficiently severe or pervasive to create a hostile work environment, the harasser's conduct should be evaluated from the objective standpoint of a "reasonable person."

All employees are responsible for ensuring that harassment does not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain that harassment does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures. All reports regarding employee 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 harassment. Actions that are determined to be harassment shall be subject to disciplinary action, up to and including termination.

All employees have a duty to report incidents of alleged unlawful employment harassment to their immediate supervisor, Title IX Coordinator or designated equal employment officer. Employees who fail to report incidents of alleged unlawful employment harassment may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to unlawful employment harassment complaints or to act on their knowledge of violation of board policy **2264-Nondiscrimination on the Basis of Sex in Education Programs and Activities** will likewise be subject to disciplinary action, up to and including dismissal.

## **2.07 Bullying**

**Policy Statement:** The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of bullying and harassment prohibited by Wisconsin Criminal Statutes, e.g. Wis. Stats. 947.013 and 947.0125.

Bullying is defined as systematic or repeated infliction (or attempted or threatened infliction) of physical harm or psychological/emotional distress on one or more students, staff, or other persons. It involves purposeful or intentional written, spoken, nonverbal, or physical behavior, including but not limited to any threatening, intimidating, insulting, degrading, or dehumanizing conduct, gesture, or communication that has the effect of doing any of the following:

1. Substantially interfering with any employee's work or a student's education;
2. Substantially interfering with a person's ability to participate in or benefit from any school activity or program;
3. Endangering the health, safety, or property of the target(s) of the behavior;
4. Creating a threatening, intimidating, hostile, or offensive environment within any District school, activity, or program; or
5. Substantially disrupting the orderly operation of the school.

"Cyber-bullying" is defined as bullying that involves the use of digital technologies, including but not limited to, e-mail, cell phones, text messages, instant messages, chat rooms, and social media (e.g., Twitter™ or Facebook™). Cyber-bullying is prohibited and treated the same as all other types of bullying.

Bullying is deliberate/purposeful conduct, but intent/purpose may properly be inferred from the totality of the circumstances (e.g., where the behavior is persistent/repeated or where the responsible party reasonably should have been able to foresee the consequences of his/her actions and the manner in which his/her conduct would be likely to be perceived by the target(s) of the conduct). Bullying can involve direct interaction between the aggressor-bully and the target(s), or it can be indirect (such as orchestrating others to engage in acts of bullying; facilitating bullying conduct by others; etc.).

Not all behaviors that (1) hurt another person's feelings; (2) are a manifestation of an interpersonal conflict; (3) are legitimate employment actions initiated by a supervisor and/or his/her designee or (4) are in some way unkind amount to acts of bullying. Further, it shall be a goal of the District's workplace and educational programs to help staff, students and others recognize and acknowledge that even one-time instances of, for example, name calling, negative teasing, put-downs, or excluding others (when inclusion was readily possible) are inappropriate and problematic for a number of reasons.

In determining whether bullying has occurred, the conduct that the targeted employee was subjected to should be evaluated from the objective standpoint of a "reasonable person."

**Employee Responsibility:** All employees are responsible for ensuring that bullying does not occur. Anyone who believes that he or she has been the subject of bullying or has knowledge of violations of this *Handbook* provision or board policy **5517.01-Bullying**, shall report the matter in accordance with established complaint procedures. Complaints under this section will be investigated and responded to using a procedure that the administration finds appropriate in light of the allegations (so the investigation and response can be proportional to the seriousness of the allegations) and may not follow the same procedures as applicable for unlawful employment harassment. All reports regarding bullying shall be taken seriously 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 in good faith under the board policy. The District shall take appropriate and necessary action to eliminate bullying. Actions that are determined to be bullying shall be subject to disciplinary action, up to and including termination.

All employees have a duty to report incidents of alleged bullying to their immediate supervisor, Title IX Coordinator or designated equal employment officer.

Employees who fail to report incidents of alleged bullying may be subject to disciplinary action, up to and including termination.

In addition, supervisory employees who fail to respond to bullying complaints or to act on their knowledge of violation of board policy **5517.01-Bullying** will likewise be subject to disciplinary action, up to and including termination.

## **SECTION 3 - GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS**

### **3.01 District Expectations**

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

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

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

### **3.02 Accident/Incident Reports**

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

### **3.03 Attendance**

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave.

Breaks and meal periods may only be taken during times designated by the employee's supervisor/building administrator and as further specified in other parts of this *Handbook*. Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator.

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



Employees are expected to enter all time-off requests no later than one week prior to the expected absence. Unexpected absences should be entered into Skyward within one week following the absence.

Employees who fail to provide adequate notice of tardiness using the notification procedures outlined above, and incur instances of unexcused tardiness as a result, will be subject to discipline up to and including termination.

Tardiness is defined as failing to report to work at the scheduled start time of an employee's shift or workday, including failing to report back to work on time after a scheduled lunch or break period, without having preapproval to report late from an immediate supervisor. Tardiness may also include any instances where an employee has reported to work at the start of his or her scheduled shift or workday, but who is not prepared to actually begin working at that time. An employee who incurs six unexcused instances of tardiness without providing adequate notice to the district in any 12-month period will be terminated for excessive tardiness.

Employees who fail to provide adequate notice of absences using the notification procedures outlined above, and incur unexcused absences as a result, will be subject to discipline up to and including termination. Absence is defined as failing to report to work for a scheduled shift or workday without having secured pre approved leave. An employee who incurs 2 or more unexcused absences without providing adequate notice to the district in any 120-day period may be terminated for excessive absenteeism.

The District reserves the right to waive enforcement of these rules in very limited circumstances as may be necessary to provide a reasonable accommodation for a qualified individual with a disability under the Americans with Disabilities Act.

\*Special attendance provisions for employees who are volunteer firefighters, emergency medical services practitioners, emergency medical responders, or ambulance drivers.

In the following paragraphs, "emergency" is defined as "a fire, hazardous substance release, medical condition, or any other situation that poses a clear and immediate danger to life or health or a significant loss of property."

Notwithstanding the District's normal attendance and absence reporting requirements as identified above, the District will permit an employee who is a volunteer firefighter, emergency medical services practitioner, emergency medical responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation to be late for or absent from work without pay if (a) the lateness or absence is due to the employee responding to an emergency that begins before the employee is required to report to work, and (b) the employee complies with the following requirements:

1. Within 30 days of becoming a member of volunteer fire department or fire company or becoming affiliated with an ambulance service provider, the employee must submit to the District Administrator, a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider that notifies the District that the employee is a volunteer firefighter, emergency medical services practitioner, emergency medical responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation.
2. When dispatched to an emergency, the employee must make every effort to notify the direct supervisor that he/she may be late for or absent from work due to the employee's response to an emergency.

If the employee cannot provide prior notification to the direct supervisor due to the extreme circumstances of the emergency or because he/she was not able to contact the direct supervisor, the employee must submit to the direct supervisor a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider that explains why the employee could not provide prior notice that he/she would be late and/or absent from work.

3. If an employee is late for or absent from work due to his/her response to an emergency, he/she must, upon request, provide a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider which certifies (a) that the employee was responding to an emergency during the time period that the employee was late for or absent from work and (b) the date and time of the response to the emergency.

If an employee's status as a member of a volunteer fire department or fire company or as an affiliate of an ambulance service provider changes, including termination of that status, the employee shall notify the District Administrator of the change as soon as practicable.

If an employee is absent from work pursuant to these provisions, the employee may substitute accrued, paid leave time (e.g., sick/personal leave) to cover a period of absence due to the employee's response to an emergency.

### **3.04 Breastfeeding**

Upon request and to the extent required by law, the District shall provide a reasonable break time for an employee to express breast milk for the employee's nursing child for one year after the child's birth each time the employee has the need to express milk. After one year, the District's specific legal obligations change. However, an employee may ask the District to consider further arrangements to express breast milk after the one-year period.

The District shall also provide an appropriate place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Preferably, the space should have an electrical outlet for use by the employee.

A request for break time to express breast milk, for the designation of an appropriate location to express breast milk, or for adjustments to break schedule or break locations shall be submitted in writing (e.g. via email) to the Human Resources Coordinator.

Whether a lactation break period is considered a paid or unpaid break and whether any deduction from an accumulated leave balance may be applied in connection with a lactation break can vary under applicable laws and due to factors, such as the employment classification of the position held by the employee, and the specific timing and length of the break(s). However, a break provided to an employee to express breast milk must be considered compensable time worked if any of the following apply:

1. A state law, federal law, or local ordinance independently requires that the break be treated as paid time; or
2. The employee uses a District-provided break period to express milk that would be a paid break if it were used for other purposes; or
3. The employee is not completely relieved from duty during the break.

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

### **3.05 Building Safety**

Remember to lock all room doors before leaving school. If staying after hours on a weekday, recheck outside door(s) through which you are leaving to make sure they are tightly shut and locked. Doors should not be propped open at any time. Key fobs are programmed to allow staff entrance Monday - Friday 6:30 a.m. to 10:00 p.m. Weekends subject to availability through Building and Grounds Supervisor. Building hours are subject to change.

### **3.06 Chain of Command**

Parents often have questions and/or concerns about their student's progress in school. Finding the correct person to talk with can be confusing. Please use the Whom Do I Contact? charts to assist parents.

Under District policy, it is understood that the principal of a school is responsible for the accountability of students and staff. Therefore, it is the responsibility of the principal to designate an individual to make decisions during the absence of the principal.

#### **Elementary Designees:**

1. Karen Frey – when in elementary building
2. Jill Fleming – Curriculum Coordinator
3. Aime Hruby – School Counselor
4. Kathy Rusch – School Psychologist \*If needed: Contact Michelle Jensen, Karen Frey or Shannon McDonough for any emergency situation.

#### **Middle/High Designees:**

1. Karen Frey – Pupil Services Director
2. Michelle Jensen – District Administrator
3. Shanna Anderson – School Counselor
4. Tara Frana \*If needed: Contact Michelle Jensen, Karen Frey or Melinda Kamrath for any emergency situation.

### **3.07 Child Abuse and Threats of School Violence Reporting**

#### **Child Abuse Reporting**

- A. Except as provided under Wisconsin Statute § 48.981, sub. (2m), any school employee 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. At all times, school employees shall make the report to county child protective services or law enforcement personnel as quickly as possible. Any delay is not in the best interests of the child and is not consistent with District policy.
- B. A person required to report shall immediately inform, by telephone or in person, the applicable District administrative personnel and the county department or, in a county having a population of 500,000 or more, the department or a licensed child welfare agency under contract with the department or the sheriff or city, village, or town police 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. District employees, including administrators, may not attempt to delay, modify, or prevent any report of suspected or threatened child abuse or neglect. School personnel are not responsible for investigating child abuse or neglect reports or for proving that abuse or neglect has occurred or will occur. Investigating child abuse and neglect reports is the legal responsibility of trained county child protective services and/or law enforcement personnel.

### Threats of School Violence Reporting

- A. Any school employee who believes in good faith that there is a serious and imminent threat to the health or safety of any student, any school employee, or the public, based on a threat that has been made by an individual seen in the course of the employee's professional duties regarding violence in or targeted at a school, shall report the threat as required by state law and this handbook provision. In particular:
1. The facts and circumstances contributing to the belief that there is such a serious and imminent threat shall be reported immediately, by telephone or personally, directly to a law enforcement agency.
  2. The person making the report to law enforcement shall also immediately inform the District Administrator, building principal, or District Safety Coordinator of the nature of the threat and circumstances. Such notice to a responsible administrator or supervisor in the District does not have to be given prior to contacting a law enforcement agency.
- B. The administration shall promptly evaluate and process known threats of school-related violence according to the District's school safety plan and under any other established procedures for responding to safety emergencies.
- C. The District shall not take any disciplinary action against a school employee, discriminate against an employee in regard to employment, or threaten an employee with any such treatment for making a report of threatened school violence in good faith under this handbook provision. School employees may be subject to District disciplinary action, as well as penalties under state law, for failure to report such threats.

### **3.08 Children of Employees**

All employees are asked to make appropriate supervisory arrangements for their children, as they will not be permitted to accompany staff during work hours. Employees wishing to bring their children to special events during work hours must seek permission from the building principal prior to the event.

### **3.09 Communications**

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

#### **A. Electronic Communications**

1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.
2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. except as noted herein. The use of the District's technology and electronic resources is a privilege which may be revoked at any time. The District may through such review of email logs and/or messages inadvertently obtain access information for an employee's personal internet account through the use of an electronic device or program that monitors the District's network or through an electronic communications device supplied or paid for in whole or in part by the employer. If such personal internet access information is obtained by the District, the District shall not use that access information to access the employee's personal internet account unless permitted by law.

3. The use of the District's technology and electronic resources is a privilege which may be revoked at any time.
4. 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 approved by District administration. External electronic storage devices are subject to monitoring if used with District resources.

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

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.
2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.
4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.

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

1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.

4. A teacher, coach, trainer, or other employee who leads a class or extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in a class or extracurricular activity over which the employee has responsibility. (see 1 above for content of such messages)
5. The employee shall not communicate with any student between the hours of 10 p.m. and 7 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 the administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
7. Upon receiving a complaint or written request from a parent, the administration may direct an employee to refrain from communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.

D. **Retention of Electronic Communications and other Electronic Media:** The District archives all non-spam e-mails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, e-mail communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining e-mail records.

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

F. **Compliance with Federal, State and Local Law:** For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:

1. Confidentiality of student records.
2. Confidentiality of other District records, including educator evaluations, credit card numbers, and private e-mail 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.
5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
6. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

G. **Personal Web Pages/Social Media Sites:** 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 or app.

Staff members are considered role models and should be cautious when engaging in social network sites, blogging or other forms of Internet communication. WEAC has assembled a list of eight tips to reduce the risk of your Web activity affecting your job.

1. Limit access to your Web page. Do not accept students as “friends” on a personal Web page. As an educator, you should have appropriate boundaries with students.
2. Monitor postings constantly and remove any that are inappropriate.
3. Do not blog or post about your job duties, colleagues, supervisors or students.
4. If you choose to blog or post as a citizen about a non-job related matter of public concern, take care that what you say will not undermine your employer or otherwise disrupt your school.
5. If you are blogging or posting about innocuous information you still must be careful not to engage in comments that could undermine your employer or interfere with your abilities to carry out your job duties.
6. Reduce your risk by not writing about extremely personal subjects (romance, alcohol or drug use). If your blog or Web page was a movie, it should be rated “G”.
7. Before you post photographs of you or your friends, think about the image that you want to portray to parents, students, administrators and community members.
8. Blogging and posting anonymously may not protect you.

H. **Personal Electronic Devices:** The District permits staff to use personal technology devices in support of teaching and learning and to access the District’s Wireless Public Network when doing so. Personal devices include laptop computers, portable digital assistants (PDAs), cell phones, smart phones, iPods/MP3 players, wireless devices, digital cameras, e-readers, storage devices, or other electronics that may be carried on a person. Staff may use personal devices provided such use does not interfere with educational or employment responsibilities, hinder, disrupt or consume an unreasonable amount of network or staff resources, or violate board policy, administrative rules, state law or federal law. The District is not liable for the loss, damage or misuse of any personal device including while on District property or while attending school-sponsored activities.

The District expects employees to comply with the District’s policies, rules, and procedures with respect to creating, maintaining/retaining, and disclosing District records (including pupil records, electronic records, etc.), regardless of whether those records are created, maintained/retained, or disclosed on a district-issued mobile phone or data device or personal mobile phone or mobile data device.

Because of the challenges associated with both confidentiality and records management in these situations, arrangements involving the use of a personal mobile device for regular, non-emergency work-related purposes are strongly discouraged, except in connection with actual voice phone calls and/or accessing the official District email system through the device.

In all situations, employees are strongly discouraged from using a mobile phone or device to create, maintain/retain, or disclose pupil records and/or any other confidential information, especially with respect to text messages and other types of records that are not easily retained or that are not easily located or reproduced in response to a records request. An employee who fails to comply with the District’s records management requirements may be subject to discipline up to and including termination.

I. **Voice Mail:** All staff have voice mail access in this building. Voice mail is effective for family members leaving messages as well as for maintaining communication with parents and other staff members. **Voice mail should be checked daily and messages from parents/guardians should be returned promptly.** (An updated voice mail directory will be distributed within buildings.)

- J. **E-mail:** All staff have been assigned e-mail addresses which begin with the last name, first initial of first name. Staff are encouraged to use e-mail as a means of enhancing communication with parents, students, colleagues, and administration. E-mails that pertain to student progress must be retained as a public record. Staff are reminded that district e-mail use should not be considered a private communication tool and are expected to follow the technology user guidelines per board policy. E-mail for personal use should be limited and used during non-work hours. **E-mail should be checked daily and messages from parents/guardians should be returned promptly.**
- K. **Staff Mailboxes:** Each staff person is provided a mailbox. Mail and other material is distributed at least once each day. Staff members are to check the mail box for any announcements or other material each morning and afternoon. Please empty your mailbox daily; do not pick up another staff person's mail as items may be of confidential nature. **Students are not permitted to collect mail from staff mailboxes under any circumstances.** Weekly bulletins and staff announcements are not for students to read. Personal mail should be delivered to your home address.
- L. **Media Contact:** It is important that information be disseminated concerning activities in our schools. If the publicity is to be given wide coverage the District Administrator or designee will act as the official spokesperson for the district. In all emergency situations, staff are not to speak with the media unless authorized. Media will receive consistent, factual, updated information from an assigned district spokesperson (District Administrator or designee).
- Staff contacted by the media to give school related information or interviews must obtain permission from the building principal prior to granting such interviews. If media interviews involve students, parental permission must be received prior to granting such interviews per board policy.
- M. **Personal Calls and Cell Phone Use:** Staff will not be interrupted during class time to receive phone calls. All phone calls will be transferred into voicemail. Staff should make personal phone calls, including use of cell phones, during non-instruction periods or break times. Personal cell phones should be turned off during instruction periods and scheduled work times.

### **3.10 Complaints**

From time to time, students, parents or community members may express concerns about our school relative to aspects of methodology, routine, class content, or other issues. Should the building principal receive such an expression about a staff member, staff should expect that persons would be referred to the staff member to resolve or clarify any controversy first – when appropriate. Likewise, it is desirable for colleagues to take up issues with the appropriate colleague.

### **3.11 Confidentiality**

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy. The law and respect for our students require that student issues are only discussed with and by employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator. All student records maintained by the Deerfield School District are confidential, as required by federal and state law under the Individuals with Disabilities Education Act (IDEA) and the Family Education Rights and Privacy Act (FERPA). Teachers and staff must respect the confidentiality of personal information concerning pupils' families, aptitudes and behavior, and use that information only to help the child involved. Such information should never be the topic of casual conversation with colleagues, or shared with persons who have no legitimate access or right to such information. Several types of educational records are maintained for Deerfield students. They are: 1-behavioral records; 2-progress reports; and 3-health records. Due to state and federal regulations, student files should not be taken from the office area.



**Teachers must sign the “Review Document Book” if viewing a child’s records. This includes your name and reason for viewing the records.** Teachers may contact the EEN Secretary to view student records.

### **3.12 Conflict of Interest**

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

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

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

### **3.14 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 district administration.

### **3.15 Criminal Background Checks**

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

- A. Has been convicted of a misdemeanor or felony in this state or any other state or country; and
- B. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential termination or non-renewal, for any of the following causes: failure to meet the District’s performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination. Knowingly falsifying information shall be sufficient grounds for termination of employment.
- C. Has any pending criminal charges filed against him or her.
- D. Additionally, all persons applying for any position shall be required to:
  - 1. Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information; and
  - 2. Submit to criminal history records checks to be conducted by the District Administrator.

- E. Employment may be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks. Knowingly falsifying information shall be sufficient grounds to withdraw an offer of employment or to terminate employment from the District.

### **3.16 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 calendar days after any arrest, indictment, conviction, no contest or guilty plea, other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

- A. Crimes involving school property or funds;
- B. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- C. Crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. A misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- E. A misdemeanor which violates the public trust. The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such a report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees.

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

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

1. The nature of the offense;
2. The date of the offense;
3. The relationship between the offense and the position to which the employee is assigned.
4. (for-non-felonious crimes only) The relationship between the offense and the position to which the employee is assigned.

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

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

### **3.17 Crisis Management Plans**

The District has a School Crisis Response Plan for use when a situation requires emergency safety measures. Each professional educator should know exactly what the emergency procedures are and where the resources associated with the plan are located for their classroom or work location. Employees must follow the prescribed procedures during any emergency drill or situation.

### **3.18 District Property**

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Employees 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 fob for building entry. District equipment borrowed for short term use should be returned the first work day after project completion.

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

#### **A. Restrictions on Tobacco, Smoking, Nicotine and Vaping Products**

1. Tobacco and Nicotine Products: Employees shall not use tobacco and nicotine products except for nicotine products used as part of a smoking cessation program, as defined below, on District premises, in District vehicles, or in the presence of students at school or school-related activities. [Insert link to applicable local policy]. § 120.12(20), Wis. Stats. In addition, the District prohibits the use of vaping products regardless of whether such products contain tobacco or nicotine. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment
2. Definitions: A "tobacco product" includes, for example, chewing tobacco, cigarettes, cigars, and snuff. A "nicotine product" means any product that contains nicotine and is not a tobacco product, a cigarette, or a product that has been approved by the U.S. Food and Drug Administration for sale as a smoking cessation product or for another medical purpose and is being marketed and sold solely for such an approved purchase (e.g., nicotine gum, nicotine skin patches). Nicotine products covered by this prohibition might include, for example, electronic cigarettes (e-cigarettes) with nicotine, nicotine vaporizers, and nicotine lollipops.

#### **B. Drug-Free and Alcohol-Free Workplace**

1. General Restrictions on Alcohol and Drugs: The District prohibits the following conduct by any person who is on District premises (i.e., property that is owned, leased, or controlled by the District); in a District vehicle; or participating in a District-sponsored activity:
  - a. The unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance (as defined under state or federal law, including all illegal drugs), a hazardous inhalant, or alcohol.
  - b. Being under the influence of a controlled substance (excluding the lawful and medically-appropriate use of medication), a hazardous inhalant, or alcohol in any manner that violates the law, violates a District policy, creates a disturbance, or jeopardizes safety.
  - c. The possession or distribution (including the purchase, sale, or transfer) of any substance that is represented as a controlled substance.

2. Additional Drug and Alcohol Restrictions Applicable to All Employees: District employees are subject to additional restrictions regarding alcohol and controlled substances. Specifically, except as otherwise required by law or specified in this policy, no District employee may possess, manufacture, distribute, dispense, use, or be under the influence of alcohol or a controlled substance, or use or be under the influence of a hazardous inhalant, when the employee is (1) on District-premises; (2) in any vehicle being used for District business; or (3) regardless of location, at any District-authorized activity, event, or function at a time when the employee is acting in the scope of his/her employment, responsible for District students, or otherwise acting as an agent of the District. For purposes of this provision, being under the influence of alcohol includes having a detectable alcohol concentration of 0.02 or higher.

In addition, the District does not condone any unlawful conduct related to alcohol or controlled substances, or the misuse of alcohol or controlled substances, by a District employee even when the employee is off duty and not on District property. Where off-duty conduct relating to alcohol or controlled substances has a legally-sufficient connection to an individual's employment, it can serve as the basis for employment-related discipline or other employment-related consequences.

3. Exceptions Applicable to Employees: The following are exceptions to the above-stated restrictions on employees:

- a. Provided that the medication(s) are not misused in any way and that they do not interfere with the safe and acceptable performance of the employee's job, an employee may possess and work while taking over-the-counter medication or his/her own prescription medication(s) in accordance with applicable instructions. It is the employee's responsibility to obtain the advice of a licensed medical practitioner to ensure that the employee can safely perform his/her job responsibilities while he/she is taking his/her medication(s).
- b. Where there is a legitimate and District-authorized purpose, an employee may possess and use otherwise-lawful products for such authorized purpose(s), even if the product could be an intoxicant if the product were consumed or misused (e.g., because the product contains alcohol or emits hazardous vapors).

4. Drugs and Alcohol Testing Based on Individualized Circumstances (Reasonable Suspicion): If a supervisor or administrator has actual knowledge of or reasonable suspicion concerning an employee's employment-related possession or use of alcohol or controlled substances in violation of District policy or any applicable law (e.g., use on the job or being under the influence upon reporting for work or while working), the employee may be required to submit to testing for alcohol and/or controlled substances. Any drug and alcohol testing of District employees shall be conducted using procedures that reasonably protect the privacy interests of the employee and the integrity of the test results.

5. Position-Based and Duty-Based Restrictions and Requirements: Certain employees may be subject to additional requirements and restrictions related to alcohol and drugs based on their positions or job duties. For example:

- a. **CDL Drivers:** Any employee who holds a commercial driver's license and who is responsible for driving a school bus or other qualifying commercial motor vehicle as part of their employment is subject to U.S. Department of Transportation regulations that address alcohol and drug use/testing and to the District's related policies and procedures. (49 C.F.R. Parts 40 and 382)
- b. **Work under a Federal Grant or Federal Contract:** An employee who is engaged in the performance of a federal contract or qualifying federal grant must notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace.

This notification shall be made within 5 days of the conviction, and the District Administrator or his/her designee must then notify the appropriate federal agency and take other appropriate action. (41 U.S.C. § 8103(a)(1)(D))

6. Consequences for Drug and Alcohol Violations: Compliance with the District's policies and rules regarding alcohol and drugs in the workplace is mandatory and a condition of employment. School employees shall cooperate with supervisors and with law enforcement personnel in investigations concerning any possible violations of these provisions. Employees who violate the District's policies or rules regarding these substances are subject to consequences, including referral to drug and alcohol counseling or rehabilitation programs, reassignment, monitoring plans (which, to the extent permitted by law, may include testing), discipline (up to and including termination), and/or referral to appropriate law enforcement officials.
7. Notification of Conviction: An employee who is engaged in the performance of a federal contract or qualifying federal grant must notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace. This notification shall be made within 5 days of the conviction, and the District Administrator or his/her designee must then notify the appropriate federal agency and take other appropriate action. (41 U.S.C. § 8103(a)(1)(D))

### **3.20 Emergencies**

**Hold! In your room or area. Clear the halls.** – This is to clear the hallways and remain in the classroom situation. Classes should continue as normal. Movement throughout the building is not permitted. An announcement over the PA will give the “all-clear.”

**Secure! Get inside. Lock outside doors.** – This is a lock-out situation. All students should remain in the building. Classes should continue as normal. Teachers should increase situational awareness and take roll. Movement throughout the building is permitted. An announcement over PA will give the “all-clear”.

**Lockdown! Locks, lights, out of sight** – This is a lock-down situation. All students should remain in classrooms, move out of sight, doors should be locked. Remain calm, move away from windows and doors, turn off lights, maintain silence, take roll. Wait for a responder to open the door.

**Shelter!-Tornado/Disaster** – Give directions to vacate classrooms for shelter areas and follow the last student. Take a flashlight, pen and attendance roster. Shut off lights, close windows and doors. Report to the area and have students assume a position to protect head and face. Take attendance. If a student is unaccounted for, give information to the office. Release no one. Wait for the all clear signal. If outside when the tornado alarm goes off, proceed into building to shelter areas.

**Evacuate! (Fire drills or immediate threat)** – Give directions and follow the last student from the classroom. Take a pen and attendance roster to ensure all students are accounted for. Shut off lights, close windows and doors. Report to the designated area. Take attendance. If a student is unaccounted for, give information to office personnel. Release no one. Wait for the all clear signal to return to the building.

**Shelter! Hazard and safety strategy**– An administrator or designee will attempt to make contact with employees to inform of the threat. Staff will be informed to evacuate to a designated area. Take a pen and attendance roster. Before leaving your area, take a look around the room for any item out of the ordinary – a package or container, a bag, etc. – turn out lights, close windows and doors. Report to the designated area. Take attendance. If a student is unaccounted for, give information to office personnel. Wait patiently for directions.

***IMPORTANT: In all emergency situations, staff are not to speak with the media unless authorized. Media will receive consistent, factual, updated information from an assigned district spokesperson (superintendent or designee).***

### **3.21 Employee Identification Badges**

The District shall provide employees with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, coworkers, vendors and the public to easily identify you as an employee. They are an important part of providing a secure environment for our students. Employees must wear their employee identification badges in plain sight during their contracted work time.

### **3.22 Faculty Lounge Areas**

Lounge areas and refrigerators will be maintained by faculty. Please be respectful of the area for general use by all staff. Staff will be expected to refrain from speaking critically of the character, conduct, or scholastic standing of students or fellow colleagues. Such matters should be discussed directly with those involved and in an appropriate environment. **At no time should students be directed or allowed to go into the lounge.**

### **3.23 False Reports**

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

### **3.24 Financial Controls and Oversight**

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

### **3.25 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 is not to 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 proprietary 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. **See Gifts section of Handbook.**
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 Investigations**

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 Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

### **3.26 Gambling**

Gambling on District-owned or leased premises is prohibited at all times. Gambling during the workday on or off District property is prohibited.

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

#### **A. Gifts**

An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students.

It shall not be considered a violation of this policy for an employee to receive incidental entertainment, food, refreshments, meals, or similar amenities, that are provided in connection with a conference or similar work-related activity where the employee's supervisor has reviewed the agenda for the conference or other activity and concluded that such incidentals primarily facilitate the employee's attendance at and participation in the activity, and, therefore, primarily benefit the District rather than serving primarily as a personal benefit.

#### **B. Exceptions to this policy**

Exceptions are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students.

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the Business Manager for proper processing under the District's policy on gifts and solicitations and the terms of §118.27, Wis. Stats.

Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employee's position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. (§19.59, Wis. Stats.)

#### **C. Sale of Goods and Services**

No District employee may receive for his or her personal benefit anything of value from any person other than the 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 the District or at an activity of the District. (§ 118.12, Wis. Stats.)

### **3.28 Honesty**

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

### **3.29 Information Cards-Staff**

All staff are asked to complete a personal information card in case of an emergency. The completed cards will be kept at the main office of each building and will only be used in cases of emergency involving the staff person. **Staff phone numbers and addresses should not be shared with non-staff members for any reason.**

### **3.30 Investigations**

#### **A. Expectation of Cooperation**

In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph "B".

Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.

#### **B. Investigation Interplay with Potential Criminal Conduct**

If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).

#### **C. Title IX Investigations**

An employee who is a Title IX respondent may opt to not participate in a Title IX formal complaint procedure (e.g., refuse to be interviewed) based on the language in 34 CFR 106.71 without having any adverse inference drawn exclusively from the employee's refusal to participate in such procedure.

#### **D. Administrative Leave**

The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

### **3.31 Keys/Key Fobs**

Keep keys/key fobs in a safe place and only use for work related activities. A charge of \$50.00 may be assessed for lost or stolen keys/key fob. If you lose your fob, you must report it immediately to your supervisor. Key fob usage hours will vary throughout the year. You will be notified of the hours and any changes.

**The security of district buildings and property make it necessary that all staff lock those areas for which they are responsible when it is not under their direct supervision. Do not leave keys on your desk, in the lock or otherwise unattended and out of your control and possession. DO NOT LEND KEYS TO STUDENTS.**

### **3.32 Legal Custodian of Records**

For purposes of applicable public records law, the District's legal custodian is the District Administrator, who is vested by the Board with full legal power to render decisions and carry out the District's statutory public records responsibilities.

### **3.33 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 payroll/benefits office. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. A teaching contract with any person not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates.



### **3.34 Nepotism**

#### **A. Applicants for Employment**

Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.

#### **B. Definition**

For the purposes of this Handbook, a “relationship by affinity” is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or codependent [for example, sharing the same place of residence]. A “relationship by consanguinity” is defined as a relationship which an individual has with a blood relative that extends to first cousins. The phrase “decision to hire” includes every aspect of the hiring process.

#### **C. Employee Reporting Requirements**

Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the District Administrator be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District.

### **3.35 Operators of District Vehicles, Mobile Equipment and Persons Who Drive Vehicles for a District Purpose with the Scope of their Employment**

#### **A. Allowances or Mileage Reimbursement**

All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must undergo a driver's license record check every four years. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawn mowers, pallet jacks, utility carts and all-terrain vehicles. The District expects employees to drive a school vehicle when possible, and all planned mileage reimbursements should be pre approved by administration.

#### **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 business office. 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 either a District vehicle or personal vehicle. The District may, in its sole discretion, remove the employee from driving responsibilities and/or discipline the employee, up to and including termination, depending upon the severity of the traffic violation.

#### **C. 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 and shall complete a Driver Physical Questionnaire once every three years. (§121.52(2), Wis. Stats.)

**D. Student Transportation Using District Vehicles (Van)**

A school van is available for use when transporting 7 students or less. Drivers must be staff members under contract with the district. (§121.52(2), Wis. Stats.)

A van usage application form and alternative vehicle driver information request form must be completed which includes personal driver's license background check. Parents must be made aware that the school van will be used and told who will be driving the van.

**E. Personal Transportation Utilized for School Use**

Staff members under contract with the district may request to use their own vehicles but must complete a form for school-related motor vehicle trips transporting students which includes a personal driver's license background check, certification of insurance and vehicle inspection report. Parents must be made aware that a personal vehicle will be used and told who will be driving the vehicle.

**Under no circumstances shall such transportation be provided in vehicles other than school buses if the number of passengers (in addition to the driver) exceeds nine (9).**

School employees are strongly discouraged from transporting students in their private vehicles for non-school related activities such as a student needing a ride home. Although it is understandable that you want to help students, you are placing yourself in a vulnerable situation. In the case of an accident, you and your insurance carrier are liable. In addition, be aware of the risks of being alone in a vehicle with one student.

1. Insurance Requirements: Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$500,000 combined single limit (CSL) liability, \$250,000/\$500,000 bodily injury and \$100,000 property damage. A minimum of private car transportation will be utilized. Employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle. See Wis. Stats. §121.555.
2. Operator Requirements: Employees who transport students in a motor vehicle transporting nine or fewer passengers in addition to the operator or who transport students in a motor vehicle described in section 121.555(1)(b) of the Wisconsin statutes shall be subject to the following operator requirements:
  - a. The operator shall possess a valid operator's license from Wisconsin or any state other than Wisconsin and includes the District of Columbia, the commonwealth of Puerto Rico and any territory or possession of the United States, any federal military installation located within the territorial boundaries of Wisconsin and any province of the Dominion of Canada.
  - b. The operator shall be at least 18 years of age.
  - c. The operator shall have sufficient use of both hands and the foot normally employed to operate the foot brake and foot accelerator.
  - d. The operator shall submit at least once every three years a statement from his or her health care provider stating that the operator is not afflicted with or suffering from any mental or physical disability or disease such as to prevent the operator from exercising reasonable control over a motor vehicle.
3. Personal Vehicle Reimbursement: 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 five hundred dollars (\$500.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.

4. All transportation will be done in accordance with Board policy and procedure.
5. Legal responsibility of drivers approved to transport students: Under Wisconsin Statutes §121.555(4), an individual employed or under contract to transport pupils in an alternative vehicle shall report to his or her employer within 10 days of the occurrence of any of the following:
  - a. Any accident in which the individual was involved as the operator of a motor vehicle, regardless of whether the individual received a citation, was charged with any offense or whether the individual was transporting children under the contract.
  - b. Any conviction or operating privilege revocation that would make the person ineligible under these laws to transport pupils as either an alternative vehicle driver or school bus driver.
  - c. Any suspension or revocation of the individual's operating privilege or cancellation of a school bus endorsement in Wisconsin or any other jurisdiction.

If an individual fails to report this information or operates an alternative vehicle when he or she is disqualified could be prosecuted by the local authorities and fined up to \$100 for the first offense and \$200 for each subsequent offense. If a person provides false or incomplete information with respect to any material fact on the background information form, he or she may be prosecuted by the local authorities and fined up to \$1,000.

### **3.36 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 School Board 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 purposes of non-school employment.

### **3.37 Parking for Teachers and Staff**

Elementary staff will park on the north side of the building entering from Liberty Street. MS/HS staff will park in the southwest parking lot accessed from Simonson Boulevard or the north parking lot accessed from Quarry Street. All staff will receive a free parking permit hanger. Additional parking permit hangers are available to staff who bring different vehicles. A description of the vehicle along with license plate number will be recorded corresponding with the permit hanger and kept in the office. Do not park in unauthorized areas. Staff may load and unload vehicles from paved areas closest to doors near their work areas but are expected to move them to the regular parking location as soon as possible.

### **3.38 Personal Appearance/Staff Dress Code**

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

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

Staff members are expected to wear attire that is consistent with the position they hold. Business casual attire is expected Monday-Thursday with Fridays reserved for casual attire. School appropriate attire includes casual pants, khaki pants, dark denims, capris, polo shirts, dress shirts, blouses, or school spirit wear. Shorts should be limited to outdoor occasions. Males may wear khaki shorts on Fridays. **No short shorts, low-cut tops, worn or torn jeans, spandex pants or flip-flops.**

The District will require custodians, maintenance, and food service personnel to wear appropriate safety gear at all times as deemed necessary. Any designated employees (e.g. custodial, cleaning, maintenance, transportation, food service et al), shall not wear open-toed or slip-on shoes during regular work hours.

### **3.39 Personal Property**

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

### **3.40 Personnel Files**

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file, 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 § 103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such a copy.

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 record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. (§103.13(4) Wis. Stats.)

### **3.41 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.

### **3.42 Physical Examination**

- A. **Examination:** Upon initial employment, 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/or the ability of the employee to perform essential functions of the job with or without reasonable accommodation, 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.

### **3.43 Political Activity**

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

- A. No school employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, political topics.

- B. During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a "political purpose" includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.
- C. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District's policies regarding facilities use by third parties.

- D. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- E. This section does not apply to the provision of information by school employees in connection with any election, referendum or legislation where authorized by the school board or District Administrator and where consistent with legal limitations on the use of public funds and school District resources.

### **3.44 Position Descriptions**

Position descriptions are available for inspection for each District employee. At a minimum, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of the job description with or without reasonable accommodation.

### **3.45 Professional Code of Ethics for Staff**

In accordance with Board Policy 3210, an effective educational program requires the services of men and women of integrity, high ideals and human understanding. To maintain and promote these essentials, all employees of the district are expected to maintain high standards in their school relationships.

### **3.46 School Closings/Emergency/Tragedy Outside of School**

The decision to call off school or have a late start due to dangerous driving conditions will be made as early as possible. The decision is broadcast over local TV stations and will be sent to staff, students and parents via use of automated e-mail, phone and text tools.

In the event of a late start, staff are expected to report to school according to the length of the late start. When an early termination is necessary staff may leave the building after students are dismissed.

In the event of a tragedy occurring outside of school involving a student or staff member, an early morning meeting will likely be held and information will be made available to all staff personnel. Additional information may be sent out via e-mail or Skyward automated phone calls.

### **3.47 School Property-Supplies, Postage, Copiers, Lunch**

Supplies are purchased by the District for use in the District. Staff should not take supplies for personal use. School postage is to be used for school-related mail only. Staff should refrain from using copying machines for personal work items. Staff wishing to eat school lunch must pay the adult price for each meal.

### **3.48 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. Non-renewal of the employee's contract;
- E. Failure to return to work following an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer;
- F. The employee having been on reemployment opportunity status for twelve (12) consecutive months;
- G. Failure to return to work the day following the expiration of an authorized leave of absence; and
- H. Job abandonment

### **3.49 Solicitations**

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

### **3.50 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 § 939.48 Wis. Stat.
  - d. for the protection of property under § 939.49 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.

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 (§118.305 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 physical restraint as a means to discipline students or control student conduct except where authorized in advance by the administration or in the case of an emergency as described below and then only in a manner consistent with state law (§ 118.305 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 state law (§ 118.305(6) Wis. Stat.).
  - b. Staff 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 behavioral 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.

### **3.51 Student Code of Conduct and Handbook**

The Student Code of Conduct and *Handbook* are available online and at the main office of each building.

### **3.52 Student Health Information**

All emergency health forms are housed at the building's main office. The school nurse will share imperative health information with the applicable classroom teachers and instructional aides. This information is **confidential** and should only be accessed by teachers directly in contact with the student.

### **3.53 Student Injuries**

Students will occasionally receive minor injuries during a class or school activity. When minor injuries occur, and when necessary, send the student to the office for first aid. When students receive significant injuries, the teacher has two options:

- A. If the injury is significant but not life threatening, and the student is mobile, send the student to the office with another student.
- B. If the injury is life threatening, or the student cannot be moved, call the office with a “**Code Blue**” (medical emergency).

When making a decision about the severity of the injury, always choose the safest option for the student. When a student injury is significant, you must complete an accident report within 24 hours of the incident. Ask the building secretary for a copy of the accident form.

### **3.54 Student Suicide Prevention**

Any staff member with reason to believe a student is in danger of harm to him/herself may contact the AODA counselor, building guidance counselor, school psychologist, or director of pupil services. Know the danger in promising a student to hold a conversation confidential. It is wise in such circumstances to say “I cannot keep what you tell me in confidence if it leads me to believe that someone is in danger or a law has been broken.”

### **3.55 Supervision of Students**

Student supervision is the single most important factor that ensures student safety. Negligence is the most common of all lawsuits filed against teachers, administrators, and school districts and the outcome of these suits is often difficult to predict. To determine negligence, the courts would complete a three to four prong test: Duty, Breach of Duty, Proximate Cause, and Injury. Our goal is to never have this happen to the Deerfield School District and more importantly to a child of our school. As a general rule, never leave students engaged in school activities without faculty supervision. If you must leave your class, duty, or supervision assignment, contact the office or a colleague to temporarily monitor your class.



### **3.56 Teamwork**

Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Some important actions are:

- A. Getting to know co-workers and their capabilities.
- B. Helping to create a pleasant, caring and enjoyable work atmosphere.
- C. Making use of District technology to effectively communicate with all employees in the District.
- D. Making use of District technology in order to perform all job functions well.

Teamwork is demonstrated by showing respect, cooperation and leadership at all times. Serving as an effective team member is a key component in accomplishing the District's mission.

### **3.57 Violence in the Workplace**

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

- B. **Definitions as Used Under this Section:**

Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.

- 1. Threat: A communicated intent to inflict physical or other harm on any person or property.
- 2. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
- 3. Court Order: An order by a court that specifies and/or restricts the behavior of an individual. Court orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.

- C. **Prohibited Behavior:** Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:

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

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

- 1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
- 2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible and submit a written document of the alleged incident.

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

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

In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may 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.

### **3.58 Wellness**

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

### **3.59 Employee (Whistleblower) Protection**

- A. **Complaint Procedure:** If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.
- B. **Purpose:** It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieve compliance with various laws and regulations.
- C. **Anti-Retaliation:** An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's 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 a good faith complaint under this policy.

The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy.

The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

### **3.60 Work Made for Hire**

"Materials" paid for by the District through the course of regular employment, assigned workload or additional assignment payment that are identified as services performed by the employee under the employee's contract or letter of assignment are owned by the District, except as the District may otherwise agree in writing. Such materials are considered to be "works made for hire" which are the sole property of the District (including all intellectual property rights thereto). Occasionally an employee has questions regarding the use of such materials to be included in books, shared on websites or included in other commercial materials. Such materials created by the employee during the course of employment may include lesson plans, staff development presentations or tests/test items. Any work prepared by an employee within the scope of the employee's employment is owned by the District unless the employee and the District have executed a separate agreement regarding ownership, use and distribution rights. As such, works made for hire should not be disseminated or retransmitted without the express written consent of the District. An employee with questions regarding ownership or copyrights on materials prepared within the scope of his/her employment should consult with his/her supervisor.

### **3.61 Work Spaces, Including Desks, Lockers, etc.**

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

### **3.62 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 involved informed of action taken.

"Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.

"Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.

C. **Notification of Safety and Health Standards:** Wisconsin Statute § 101.055 requires the Wisconsin Department of 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. The District shall not discriminate against or terminate any employee for exercising any right afforded by this section. An employee may file a grievance to address the workplace safety issues as defined in the Grievance policy. The employee may, in his/her discretion, also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred.

See WIS. STAT. §101.055; Public Employee Safety and Health, *available at* [dps.wi.gov/Documents/Programs/PublicSafety/SBD9301.pdf](https://dps.wi.gov/Documents/Programs/PublicSafety/SBD9301.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. §§120.13(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 the 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 building procedures in the event of an emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

## **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, terminate, and take other disciplinary action against employees;
- E. To relieve employees from their duties because of lack of work or any other legitimate reason;
- F. To maintain efficiency of school system operations;
- G. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
- H. To introduce new or improved methods or facilities;
- I. To select employees, establish quality standards and evaluate employee performance;
- J. To determine the methods, means and personnel by which school system operations are to be conducted;
- K. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- L. To determine the educational policies of the District; and
- M. To contract out for goods and services.

## **SECTION 5 – GRIEVANCE PROCEDURE (Policy 3340)**

The purpose of this procedure is to provide for an internal grievance procedure that is consistent with the requirements of state law and school board policy for resolving grievances concerning employee discipline, employee termination and workplace safety. This procedure is intended to serve as the written document, required by statute, which sets forth the process for the grievant and the District to use to process a grievance. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

### **A. Definitions**

1. Grievance: A “grievance” is defined as any complaint that arises concerning discipline, termination or workplace safety.
2. Grievant: A “grievant” may be any employee or group of employees.
3. Day: The term “days” as used in this section shall mean regularly scheduled workdays in the District office, unless otherwise indicated.
4. “Discipline” is defined in Part I, section 1.02, Subsection C. of the Handbook.
5. Termination: “Termination” is defined in Part I, section 1.02, Subsection J. of the Handbook.
6. Workplace Safety: “Workplace safety” is defined in Part I, section 1.02, Subsection K. of the Handbook.

### **B. Time Limits**

The failure of the grievant to file and process a grievance within the time limits set forth in this procedure shall be deemed a waiver of the grievance and a waiver of the grievant's right to access and use this grievance procedure as to the issues that were raised, or that could have been raised, in the grievance.

The failure of the person hearing the grievance to provide a written response to the grievant by the established deadline will be treated the same as a written denial of the grievance.

The number of days indicated at each level should be considered a maximum. The time limits specified in this procedure may, however, be extended by mutual consent of the person hearing the grievance and the grievant, or as otherwise expressly provided within this procedure.

The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.

### **C. Grievance Processing Procedures**

**An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor.** If the matter under grievance is not resolved, grievances shall be processed in accordance with the following procedures:

**Step One - Informal Resolution:** An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting and discussion shall occur within thirty (30) days after the facts upon which the grievance is based first occurred. The immediate supervisor will give an answer to the grievance. The grievant(s) must state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant and (if applicable and appropriate) the representative of his/her answer within ten (10) days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file a written grievance.

**Step Two – Written Grievance:** If the grievance is not resolved informally with the immediate supervisor, the grievant(s) shall file a written grievance with the immediate supervisor/administrator within ten (10) work days after the facts upon which the grievance is based first occurred. The written grievance shall, at a minimum, be signed and dated; prominently identify the document by using the word "GRIEVANCE;" and specify (1) the date the grievable event occurred; (2) whether the grievance concerns a termination, disciplinary action, or a workplace safety issue; (3) the basic nature of the complaint/allegations and the issue(s) to be resolved; (4) the handbook and policy provisions relevant to the grievance; (5) the alleged responsible supervisor(s); (6) any known witness to key events; (7) the relief or remedy that is requested.

The immediate supervisor/administrator shall respond to the grievance in writing within ten (10) work days. However, if there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor/administrator may extend the time limit for issuing an initial response as reasonable and necessary by giving written notice of such an extension to the grievant generally not to exceed ten (10) work days. If the matter cannot be resolved, or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the District Administrator.

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

#### **Step Three – Appeal to District Administrator**

If the grievance has not been resolved and either (1) has been denied in the form of a written response from a supervisor or administrator other than the District Administrator; or (2) no initial administrative response has been provided by the District by the applicable deadline for an initial administrative response, then the grievant may drop the grievance or, to continue the grievance, the grievant must file a request for reconsideration by the District Administrator. A request for administrative reconsideration by the District Administrator shall be filed in writing with the District Administrator within five (5) work days of the date the employee received the initial administrative denial of the grievance, or, if no initial response was provided, within ten (10) work days of the deadline for providing a written response. The District Administrator shall provide a final administrative response to the grievant in writing within ten (10) work days of the District's receipt of the request for reconsideration. If the grievance has not been resolved and either (1) has been denied in the form of a final administrative response from the District Administrator; or (2) no final administrative response has been provided by the District Administrator by the applicable deadline for such a response, the grievant may continue to pursue the grievance by filing a request for a hearing as provided under below.

#### **Step Four – Appeal to Impartial Hearing Officer**

If the grievance is not resolved in Step Three, the employee must notify the District Administrator, within ten (10) days after receipt of the District Administrator's answer or if no response is provided within ten (10) days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer. The selected impartial hearing officer will be approved by the school board. This step of the process is available only if the alleged violation of District policy or Employee Handbook involves discipline, termination, or workplace safety.

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

#### **Step Five – Appeal to School Board**

If the grievance is not resolved to the satisfaction of the grievant or the administration at Step Four, the grievance may be appealed to the school board within ten (10) work days after receipt of the decision at the prior step. Either the Administration or the grievant may appeal an impartial hearing officer's decision to the Board by filing a written notice of appeal, addressed to the Board and delivered to the office of the District Administrator (with a copy provided to the other party). The notice of appeal must clearly identify the issues being raised for a decision by the Board.

Within twenty-five (25) days after the appeal to the Board has been filed, the parties shall exchange written briefs with each other and submit them to the Board.

Within ten (10) work days after receipt of briefs from both parties, the school board and legal counsel shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing.

On appeal from Step Four, the hearing officer's factual findings and conclusions of law shall have distinct standards of review. The school board shall accord some deference to the hearing officer's findings of fact but (1) may modify any such findings if after consulting with the hearing officer the school board concludes that the most reasonable view of the record calls for modification of one or more of the findings; or (2) may remand the case to the hearing officer for further factual development and (if necessary) revised conclusions of law. In terms of conclusions of law and mixed questions of fact and law, the school board shall apply a de novo standard of review, meaning that the hearing officer's findings shall be accorded no deference.

The school board shall render a written decision that affirms, reverses, or modifies the decision of the hearing officer (or, if applicable, of the District Administrator). Such a decision shall be rendered in a timely manner usually within thirty (30) calendar days of the Board meeting at which a decision is made, and a copy of the decision shall be provided to the administration, the grievant, and (if applicable and appropriate) the grievant's representative. The School Board's decision is final and may not be appealed. All school board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

**D. Disputes as to Timeliness or Grievability**

No grievant has the right to pursue an untimely grievance or a grievance that falls outside the definition of a grievance (e.g., because the complaint does not deal with termination, discipline, or workplace safety). If there is a dispute over the timeliness or the grievability of a grievance that the parties are unable to resolve, the administration shall have the discretion to request, and the hearing officer shall allow, bifurcation of the merits of the grievance and any issue(s) regarding grievability. In the event of bifurcation of the issues, any decision as to a grievability issue shall be appealable to the Board prior to any remand to a lower step of the grievance procedure for decisions and/or a hearing on the merits.

**E. Grievant's Right to Elect Representation**

Any grievant may choose to be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing. Student records shall not be disclosed to an employee's representative except in compliance with applicable law and Board policy.

**F. Consolidation of Grievances**

Grievances over the same or closely related issues, or arising from the same factual circumstances, may be consolidated at any point where such consolidation is deemed practical by the administration or Board.

**G. Group Grievances**

Group grievances are those that involve more than one employee and/or any of the following:

1. More than one work site;
2. More than one supervisor; or
3. An administrator other than the immediate supervisor.

At Step Three of the grievance process, all group grievances will initially be decided directly by the District Administrator.

**H. Grievances Filed by the District Administrator**

In the event a grievance is filed by the District Administrator, it shall be initially filed with the School Board President and School Board Clerk according to the deadlines established within Step One of this grievance procedure, above, and the Board shall have the role and responsibilities of the District Administrator in Step Two and elsewhere in the process. All other notices provided by the District Administrator acting as a grievant shall similarly be filed with the Board President and Board Clerk.

**SECTION 6 - PAY PERIODS**

**6.01 Annualized Payroll Cycle**

**A. School Year Employees**

1. Annualized Payroll: Employees scheduled to work the school year may voluntarily request to be paid on a twelve (12) month payroll cycle as set forth in subsection B, below. Employees who voluntarily request to be paid on a twelve (12) month payroll cycle may additionally request a lump sum payment on the June 30<sup>th</sup> paycheck which would include the final five (5) paychecks of the twelve (12) month payroll cycle. Such a request shall be made in writing and submitted to the business office by September 15<sup>th</sup>. For 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.



2. School Year Payroll: For employees who do not voluntarily request to be paid on a twelve (12) month payroll cycle, the payroll cycle shall be as follows: on a ten-(10-) month basis and shall be placed on a twenty (20) payroll cycle beginning September 15<sup>th</sup>.

**B. Calendar Year Employees**

All employees scheduled to work the calendar year will be placed on the twenty-four (24) payroll cycle.

**6.02 Payroll Dates**

Direct deposit of paychecks will be made on the 15<sup>th</sup> and 30<sup>th</sup> of each month unless these days fall on a weekend or holiday, then they will be made on the business day prior to this date.

**6.03 Salary Deferrals –Tax Sheltered Annuities (TSA)**

The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle"). Employees should contact the district payroll office for details regarding the district's program plan.

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

**SECTION 7 - COMPENSATION AND EXPENSE REIMBURSEMENT**

**7.01 Mileage Reimbursement**

The District shall reimburse employees for mileage to drive his or her personal vehicle during the course of performing duties for the District in accordance with the Job-Related Expenses policy 4440. Forms to be used to report mileage shall be available in the business office.

**SECTION 8 - WORKER'S COMPENSATION**

**8.01 Worker's Compensation Coverage and Reporting Responsibilities**

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the 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 found in the main office of each building.

**8.02 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. The worker injured himself or herself intentionally;
- B. The worker was injured while voluntarily participating in an off-duty activity; or
- C. The injury occurred during horseplay or fighting initiated by the injured worker.

## **SECTION 9 - SICK LEAVE**

Sick leave shall be earned, used and accumulated in accordance with the guidelines outlined in the employee subsections of this Handbook or in accordance with the individual contract.

If at all possible, each employee shall be required to inform his/her supervisor prior to his/her normal daily starting time of his/her need to be absent. 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 licensed physician or a nurse practitioner. Such a 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.

### **9.01 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.

### **9.02 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 used but not earned would be deducted from the remaining pay. Deductions will be based on one (1) day of paid sick leave earned per month of employment to a maximum of twelve (12) days per contract year.

## **SECTION 10 – JURY DUTY LEAVES**

An employee called for jury duty or subpoenaed to court shall notify his/her immediate supervisor in writing of his/her obligation as soon as he/she has been called. This notice will contain the period of time the employee is to be available for being called. Adequate proof of service must be provided to the human resource department in order for employees to receive their regular salary during their absence.

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.

For court appearances as a plaintiff, defendant or for non-subpoenaed court appearances, the employee must use personal leave time. Unpaid leave time may be granted by the administration.

## **SECTION 11 - EMERGENCY/BEREAVEMENT LEAVE**

An employee may be granted up to four (4) days per year for emergency reportable leave. Emergency reportable leave is intended to cover funerals/bereavement. However, up to eight (8) hours may be used for situations not covered by sick leave but deemed an emergency per approval from the District Administrator or designee. All emergency reportable leave must be approved by the District Administrator or designee. Additional days may be granted at the discretion of the District Administrator or designee.

### **Part-time Employees**

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

**Staff members are required to submit emergency requests through Skyward Employee Access within 24 hours of the emergency absence.**

## **SECTION 12 - PERSONAL LEAVE**

Each year two (2) days of personal leave will be granted by the administrator. All days will be granted with no cost to the employee. Personal leave should be pre-approved by the administrator or immediate supervisor when possible. Unplanned childcare needs, pet care needs, mechanical or household needs are examples to be addressed using personal leave. Employees can "bank" up to three (3) personal days for use at a later time with a maximum of five (5) days available in any one school year. The use of "banked personal days" requires prior administrative approval. Such leave may be used to extend a holiday or vacation, provided that requests are made to the District Administrator at least 30 days in advance. A limited number of employees will be granted this extension (see employee subsection). If more than the allowable number of employees request to use personal days to extend a holiday or vacation, the administration will decide on which employees get to use their personal days. Criteria used may include such factors as the importance of the reason for wanting to extend a holiday, time since the employee was last granted the use of personal days to extend a vacation or holiday, and seniority. In the event that an unforeseen need arises on short notice, one additional employee may be granted a personal day to extend a holiday. Employees will be expected to use personal days when requesting days off.

Days off without pay will not be granted until all other appropriate leave days have been exhausted. The administrator has the right to approve or disapprove all requests.

### **Part-time Employees**

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

**Staff are required to submit personal day requests through Skyward Employee Access at least 48 hours in advance.**

## **SECTION 13 – UNIFORMED SERVICES LEAVE**

### **13.01 Uniformed Services Leave of Absence**

The following paragraphs implement certain aspects of the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). While USERRA applies to most types of service within the "uniformed services," these provisions are not intended to diminish any additional rights and benefits provided by other state and federal laws.

Further, in limited situations where USERRA may not be applicable (e.g., for certain state call-ups of the National Guard), other laws and/or District policies may apply and provide an employee different rights and benefits.

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 §1002.5(o)]:

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

National Guard service under authority of state law (i.e., certain state call-ups) and service performed in the Commissioned Corps of the National Oceanic and Atmospheric Administration (NOAA), the Civil Air Patrol, and the Coast Guard Auxiliary are not protected by USERRA. If an employee notifies the District of a need for leave under these non-USERRA scenarios, the District will apply the relevant provisions of federal or state law (e.g., within Chapter 321 of the state statutes) or District policy.

### **13.02 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 employees who have been absent from a position of employment because of service in the uniformed services. “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:

- A. Active duty and active duty for training;
- B. Initial active duty for training;
- C. Inactive duty training;
- D. Full-time National Guard duty;
- E. Absence from work for an examination to determine a person’s fitness for any of the above types of duty;
- F. Funeral honors duty performed by National Guard or Reserve members;
- G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service.

### **13.03 Notice of Uniformed Services Leave**

With limited exceptions, the employee, or an appropriate officer of the uniformed service in which his or her service is to be performed, must notify the District that the employee intends to leave the employment position to perform service in the uniformed services. The notice may be given either verbally or in writing and shall be submitted to the District Administrator or his/her designee.

The employee is required to give the notice of service in advance unless giving such notice is (1) prevented by military necessity, or (2) otherwise impossible or unreasonable under the circumstances. An employee is expected to provide the notice as far in advance as is reasonable under the circumstances. When it is feasible to give 30-days’ advance notice prior to leaving employment, the District will consider at least 30-days’ notice to be reasonable. Whenever possible, the request should be accompanied by a copy of the employee’s military orders.

#### **13.04 Returning to Work after a Uniformed Services Leave**

Eligible employees returning from uniformed services leave will be promptly reemployed to an appropriate position, as required and determined by applicable law. To be eligible for reemployment in this section, all of the following requirements typically apply:

- A. The employer received advanced notice of the leave as required by section 13.03 of this handbook and by applicable federal law;
- B. Subject to limited exceptions specified in federal law, the employee has no more than five years of cumulative uniformed service away from the District;
- C. The employee must not have received a disqualifying discharge or other-than-honorable separation from service. If requested by the District in connection with a period of service exceeding 30 days, the employee must provide the District with documentation that establishes the employee's entitlement to reemployment (provided such documentation is readily available); and
- D. The employee must return to work or apply for reemployment:
  - 1. For leaves of 1 to 30 days, return to work no later than the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location and an 8-hour rest period.
  - 2. For leaves of 31 to 180 days, the employee must apply for reemployment (written or verbal) with the District no later than 14 days after the completion of service. If it is impossible or unreasonable for the employee to apply within 14 days through no fault of his or her own, he or she must submit the application no later than the next full calendar day after it becomes possible to do so.
  - 3. For leaves of more than 180 days, the employee must apply for reemployment (written or verbal) no later than 90 days after completion of service.
  - 4. The reporting or application deadlines are extended for up to two years for employees who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service.
  - 5. The employee's reemployment rights are not automatically forfeited if he or she fails to report to work or to apply for reemployment within the required time limits. In such cases, the employee will be subject to the District's rules governing unexcused absences.

#### **13.05 Wages/Salary and Benefits during Uniformed Services Leave**

The administration shall determine whether each instance of USERRA-qualifying leave is paid, paid in part, or unpaid pursuant to the requirements of USERRA and any other applicable state or federal laws. If an employee disagrees with any initial determination regarding the availability of paid leave or regarding the amount of wages or salary to be paid (if any), the employee may submit a written appeal to the District Administrator that identifies the alleged error. The District Administrator shall reconsider the initial determination and provide a response to the employee.

A. **Health Benefits:** Employees with coverage under the District health benefit plan on a uniformed service leave of absence of 30 days or less will continue to receive health benefits with the employee contributing no more than he or she would have paid if still employed. For leaves exceeding 30 days, employees with coverage under the District health benefit plan may elect to continue coverage for up to 24 months. Employees electing to continue coverage will be required to pay 100% of the cost of the health benefit plan. Employees returning from leave who did not continue their health benefits or who took leave for more than 24 months will be reinstated in the health benefit plan upon reemployment, generally without any waiting periods or exclusions except for any service-related illnesses or injuries.

B. **Wisconsin Retirement System:** Employees may receive service credit and Wisconsin Retirement System (WRS) contributions related to uniformed services leave when an employee leaves a WRS-covered position with the District for active military duty and returns to the District within the time frame specified in section 13.04 of this handbook.

Upon reemployment, the employee is responsible for paying any missed WRS Employee-Required Contributions (EERC). The employee has the choice to make all, some, or none of the make-up EERC related to the military leave. The District will submit WRS Employer-Required Contributions (ERRC) to match the EERC the employee chooses to make. The District will also fund any additional obligations, including interest that would have accrued on the ERRC and EERC, once those contributions are remitted. USERRA allows for make-up EERC to the WRS to be made beginning with the date of reemployment and ending on the earlier of three times the period of military service or five years, provided the employee continues to be employed by the District. The required WRS contributions are based on the earnings the employee would have made had the employee not been absent from work to fulfill obligations in the uniformed services.

**C. Other Benefits During Leave:** With respect to any other benefits, the District acknowledges that, to the extent required under USERRA, an employee who is on leave and engaged in covered uniformed service is entitled to such other rights and benefits not determined by seniority as the District generally provides to other employees having similar seniority, status, and pay who are on a leave of absence or furlough under a contract, agreement, policy, practice, or plan in effect at the commencement of such uniformed service or as may be established while such person performs such service. If such non-seniority benefits to which employees on furlough or leave of absence are entitled vary according to the type of leave, an employee who engaged in uniformed service covered by USERRA must be given the most favorable treatment accorded to any comparable form of leave that is applicable. See 38 U.S.C. §§4303(2) and 4316(b)(1); 20 C.F.R. §1002.150(b).

## **SECTION 14 – UNPAID LEAVES OF ABSENCE**

### **14.01 Medical Leave**

All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the date that other available leave (FMLA, accumulated sick leave, etc.) would be exhausted. Such application will be reviewed and processed by the District Administrator and will be granted or denied in his/her sole discretion. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose. The request must be accompanied by a physician's statement attesting to the medical condition(s), work limitations, and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year from the date the employee last performed work for the District. Unpaid leave may be granted in shorter increments than the above-state maximum total lengths, and then reviewed as necessary for a possible extension. The above-stated maximum total unpaid leave periods may be extended, if necessary, to comply with state and/or federal law.

#### **Benefits During Periods of Time Covered Exclusively by Unpaid Medical Leave:**

- A. Length of service and other benefits shall not accrue during such leave.
- B. 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 due date established by the District, the employee's insurance coverage shall be terminated.
- C. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

**Placement upon Return from Non-FMLA Unpaid Medical Leave:** The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least thirty (30) 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 non-renewal or reduction in force, 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:

- A. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.
- B. The employee provides his/her physician's 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 upon 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 certifications.
- C. Requests to return to work prior to the designated expiration date of a term of approved unpaid leave (e.g., due to an unexpectedly accelerated recovery) will be evaluated on an individualized basis, but must always be supported by a physician's certification as described above.

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.

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.

#### **14.02 Child-Rearing Leave**

Application Procedures: The employee shall make written application for an unpaid child-rearing leave to the District Administrator at least thirty (30) 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 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 at his/her sole discretion. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose.

Duration of the Unpaid Child-Rearing Leave: Child-rearing leave without use of sick leave and without pay may be granted at the written request of a teacher for a period of time not to exceed two (2) semesters. If two (2) semesters are granted, both will occur in the same school year. Semester length is based on the middle/high school calendar.

Child-rearing leave without use of sick leave and without pay may be granted at the written request for all other employees for a period not to exceed six (6) months for full-year employees or one (1) semester for school-term employees.

#### **Benefits During the Unpaid Child-Rearing Leave:**

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

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 thirty (30) 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 non-renewal and/or reduction in force, whichever is applicable.

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 the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

#### **14.03 Unpaid Leave of Absence – For Other than Medical and Child-Rearing Reasons**

Application Procedures: All requests for other unpaid leave of absence (as allowed in employee subsection), other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such an application will be reviewed and processed by the District Administrator and may be subject to board approval. The unpaid leave of absence shall not exceed one (1) calendar year. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose.

##### Benefits During Leave:

- A. Length of service and other benefits shall not accrue during such leave.
- B. 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 shall be terminated.
- C. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

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 thirty (30) 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 non-renewal or reduction in force, whichever is applicable.

### **SECTION 15 – BENEFITS APPLICABLE TO ALL EMPLOYEES**

#### **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 (§ 105, § 106, § 125 and § 129) to permit employees to reduce their salary and contribute to an FSA. Employees should contact the District payroll office for further information regarding FSA guidelines.

#### **15.02 Dental Insurance**

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



### **15.03 Health Insurance**

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees. Employees who choose to waive the health insurance benefit may be eligible for an alternative benefit plan in lieu of health insurance as outlined in the applicable part of the *Handbook* covering such employees.

Compliance Authority: The District may, in its sole discretion, make changes to health insurance, including, but not limited to, health benefits, eligibility standards, coverages, 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. nondiscrimination in benefits provisions [IRC 105(h), IRC 125], and to minimize tax liability for the District and/or the benefit recipient underneath such regulatory provisions.

Changes to health benefits, eligibility standards, coverages and contribution levels include, but are not limited to, changes in the sections addressing health insurance in the employee handbook.

### **15.04 Liability Insurance**

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

### **15.05 Life Insurance**

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

### **15.06 Long-Term Disability**

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

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

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

### **15.08 Vision Insurance**

The Board shall offer materials only vision insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employee groups are set forth in the applicable part of the *Handbook* covering such employees.

### **15.09 Short Term Disability**

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

### **15.10 COBRA Law Continuation of District Health Plan Participation**

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

The employee or a qualified beneficiary has the responsibility to inform the District of a divorce, legal separation, or a child losing dependent status under the group health plan within sixty (60) days of the qualifying event.

The District will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage. COBRA participants must also notify the District if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

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

## **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 termination.

## **SECTION 17 – CONFORMITY TO LAW**

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