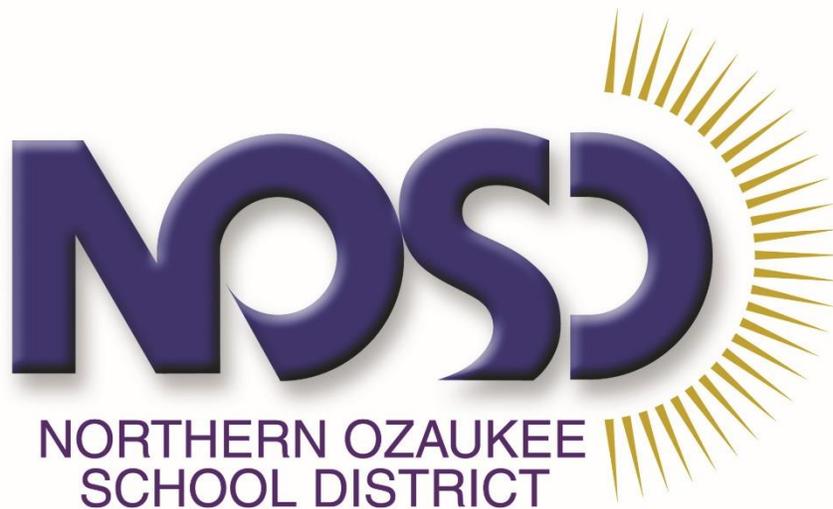


**NORTHERN OZAUKEE SCHOOL
DISTRICT**

**EMPLOYEE HANDBOOK
2019-2020**

(Applicable to All NOSD Employees)



401 Highland Drive ♦ Fredonia, WI 53021
262.692.2489

EMPLOYEE ACKNOWLEDGMENT

(To be signed at time of adoption and at time of hire, and returned to the employee’s supervisor or principal.)

I hereby acknowledge that my signature on this page indicates that I have received a copy of the Northern Ozaukee School District Employee Handbook and agree to read it and abide by the standards, policies, and procedures defined or referenced in the Handbook. I understand that the District will inform me when there are changes to the Handbook, and further acknowledge that it is my responsibility to access the Handbook online and to keep up with those changes. I also accept responsibility for contacting my supervisor if I have any questions, concerns, or need further explanation.

It is also important to know that additional regulations, policies, and laws are contained in the “Northern Ozaukee School District Policy Manual.” The Employee Handbook and the District Policy Manual are located on the District’s website. Additionally, other important District resources are available through the employee’s Google Drive on a document named NOSD One Stop.

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 and Handbook information, I accept responsibility for reading and abiding by the changes. Unless otherwise provided under state and federal law, I understand that this Handbook does not constitute an employment contract or alters my status as an at-will employee. 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).

Printed Name

Signature

Date

INSERT STRATEGIC PLANNING SHEET HERE

TABLE OF CONTENTS

<u>Contents</u>	<u>Page Number</u>
Employee Acknowledgment	2
NOSD Strategic Planning.....	3
Table of Contents	4
Management Rights.....	7
Employee Rights	8
SECTION 1: PURPOSE OF HANDBOOK	8
SECTION 2: GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS	9
District Expectations	9
Accidents/Incidents Involving Staff Members, Students, and/or District Property.....	9
Attendance	9
Child Abuse Reporting.....	10
Use of Technology Resources.....	11
Confidentiality.....	12
Conflicts of Interest.....	12
Outside Employment	13
Copyright	13
Criminal Background Checks	13
District Property	16
Drug, Alcohol, and Tobacco-free Workplace.....	16
Employee Identification Badges	17
False Reports.....	17
Financial Controls, Oversight, and Fraud Prohibition	17
Gifts.....	18
Investigations.....	18
Licensure/Certification.....	18
Nepotism.....	19
Operators of District Vehicles and Use of Personal Vehicles	19
Personal Property.....	20
Personnel Files.....	20
Employee-Student Relations	20
Physical Examinations.....	21
Political Activity.....	21
Job Descriptions.....	21
Professional/Staff Dress Code	21
School Calendar.....	21
Solicitations	22
Student Code of Classroom Conduct.....	22
Student Behavior.....	22
Supervisory Assignments	22
Violence/Intimidation in the Workplace	22
Wellness.....	23
Whistle-blower Protection	24
Work Made for Hire	25
<u>Contents</u>	<u>Page Number</u>

SECTION 2 (continued)	
Workplace Safety	25
Workplace Safety Definition for Grievance Procedure	26
SECTION 3: GRIEVANCE PROCEDURES	27
Purpose	27
Definitions	27
Procedure Guidelines	27
Grievance Steps	28
Limitations	30
SECTION 4: PAYROLL PROCESS	31
Payroll Cycle	31
Payroll Dates	31
Direct Deposit Payment Method	31
Salary Deferrals–TSA	31
SECTION 5: WORKERS' COMPENSATION	33
Workers' Compensation Coverage and Reporting Responsibilities	33
Benefits While on Workers' Compensation	33
Injuries Not Covered by Workers' Compensation	33
SECTION 6: PAID LEAVES	33
Types of Paid Leave	33
Sick Leave	33
Emergency Leave	33
Bereavement Leave	34
Personal Leave	34
Jury Duty	34
SECTION 7: UNPAID LEAVES	35
Uniformed Service Leaves of Absence	35
Medical Leave of Absence	35
Other Unpaid Leaves of Absence	35
SECTION 8: BENEFITS APPLICABLE TO ALL EMPLOYEES	36
Flexible Spending Account	36
Mileage Reimbursement	36
Dental Insurance	37
Health Insurance	37
Cash Alternative to Health Insurance	38
Liability Insurance	38
Life Insurance	38
Long-term Disability Insurance	39
Wisconsin Retirement System (WRS) Contributions	39
COBRA Law Continuation of District Health Plan Participation	39

<u>Contents</u>	<u>Page Number</u>
SECTION 9: EMPLOYMENT PROVISIONS	40
Employment of Minors	40
Equal Employment Opportunity	40
Fair Labor Standards Act	40
Family Medical Leave Act (FMLA)	41
SECTION 10: CONFORMITY TO LAW	51

MANAGEMENT RIGHTS

It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its employees, except as expressly limited by the expressed terms of this Handbook.

Without limiting the generality of the preceding paragraph, it is expressly recognized that the Board's operational and managerial responsibility includes:

- The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
- The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
- The determination of the management, supervisory, or administrative organization of each school or facility in the system; and the selection of employees for promotion to supervisory, management, or administrative positions.
- The maintenance of discipline and control and use of the school system property and facilities.
- The determination of safety, health, and property protection measures, where legal responsibility of the Board or other governmental unit is involved.
- The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Handbook.
- The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer employees.
- The right to relieve employees from duty for poor or unacceptable work or for other legitimate reasons.
- The creation, combination, modification, or elimination of any teaching position deemed advisable by the Board.
- The determination of the size of the workforce, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.
- The determination of the layout and the equipment to be used and the right to plan, direct, and control school activities.
- The determination of the processes, techniques, methods, and means of teaching, and the subjects to be taught after consultation with the teachers.
- The right to schedule classes and assign workloads, and to select textbooks, teaching aids, and materials after consultation with the teachers.

- The right to make assignments for all programs of co-curricular nature with agreement of party or parties to be assigned. Notice of change must be made in a reasonable amount of time, when possible.
- Nothing in this Handbook shall limit in any way the District's contracting or subcontracting of work, or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis.

The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retaining all functions and rights to act not specifically nullified by this Handbook.

EMPLOYEE RIGHTS

Employee rights vary by the following employment groups: Professional, auxiliary, and at-will/exempt employees. Therefore, employee rights for those groups are located in the respective staff supplements to this Handbook.

SECTION 1. PURPOSE OF HANDBOOK

This Handbook has been prepared to acquaint employees with the expectations, policies, procedures, rules, and regulations of the Northern Ozaukee School District. This Handbook applies to all employees. Therefore, all employees are expected to read, understand, and abide by its contents and any policies, guidelines, and procedures referenced. Additional Handbook supplements that apply to specific groups of employees, such as certified professional staff, auxiliary employees, and exempt (at-will) employees, are also expected to be read, understood, and followed by those specific employee groups. The District will endeavor to share and review the expectations, policies, procedures, rules, and regulations of this Handbook and the appropriate supplements with all new employees. Employees should present questions to their immediate supervisor, who will provide answers and clarification or refer the employees to the appropriate source. Complete Board of Education policies are available in various locations throughout the District, including the school libraries and offices of all District administrators.

This Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of any other rights or benefits or a contract of employment, expressed or implied.

The provisions set forth in this Handbook may be altered, modified, changed, or eliminated at any time by the District. Notice of any substantive Handbook changes will be disseminated to all employees in a timely manner. This Handbook supersedes any and all previous Handbooks, statements, contracts, policies, memoranda, procedures, rules, or regulations given to employees, whether verbal or written.

SECTION 2. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

DISTRICT EXPECTATIONS

The District expects all employees to exhibit behavior that emulates their understanding that NOSD exists to provide a quality education for all of its students. Therefore, the District expects all employees to treat students, fellow employees, parents, visitors, and all members of the general public with professionalism and respect. In addition, the District expects all employees to come to work prepared, to produce quality work, to work efficiently, and to maintain confidentiality.

In addition, the District expects employees to comply with all applicable Board policies, administrative regulations, supervisory directives, work rules, job descriptions, terms of this Handbook, and legal obligations. Violation of any of these policies, directives, regulations, or guidelines may result in disciplinary action, including termination of employment.

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

ACCIDENTS/INCIDENTS INVOLVING STAFF MEMBERS, STUDENTS, AND/OR DISTRICT PROPERTY

An accident report form, entitled "Employer's First Report of Injury or Disease," must be completed and submitted to the building principal within twenty-four (24) hours or the next scheduled District workday for such accidents or incidents involving staff members, absent extenuating circumstances.

Accidents or incidents must be reported, even if injury is not immediately obvious. In the event of a work-related accident or injury, please see the Workers' Compensation section of this Handbook. Accident forms are available in all school offices and the Business Office.

A "School District Accident Report Form" must be completed and submitted to the building principal as soon as possible following an accident/incident involving a student. In no case should the form be submitted any later than twenty-four (24) hours after the accident/incident, absent extenuating circumstances. Accidents or incidents must be reported, even if injury is not immediately obvious. The aforementioned forms are available in all school offices and the Business Office.

In the event of damage to or loss/theft of District property, a "Burglary, Theft, and/or Vandalism Report" form must be completed and submitted to the building principal as soon as possible following the incident. In no case should the form be submitted any later than twenty-four (24) hours after the incident, absent extenuating circumstances. These forms are available in all school offices and the Business Office.

ATTENDANCE

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

All certified employees function under professional hours schedules as delineated in a later section of this Handbook.

Employees who are unable to report to work shall follow the applicable procedures. Certified employees and auxiliary staff members are to call the assigned building lead secretary to report their pending absence. Lead secretaries are to report pending absences directly to their principal. In addition, all employees are to post their absence electronically in the True Time software. Planned absences are to be reported as soon as feasible, but not less than 24 hours in advance.

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, failure to report to work on any given day, and/or failure to return to work the day following the expiration of an authorized leave of absence may also result in disciplinary action, up to and including termination of employment.

CHILD ABUSE REPORTING

The District is committed to providing a positive environment within the school and to assist families and community child protection agencies in providing positive environments in the home and community. As part of that commitment and in compliance with Wisconsin Statutes, NOSD has created the following requirements concerning reporting of any threatened or suspected child abuse or neglect in accordance with §48.981.

NOSD requires that all staff members report the following situations or conditions as described in Wis. State Statutes §48.979 and 48.981:

“Any District employee having reasonable cause to suspect that a child seen in the course of professional duties has been abused or neglected, or having reason to believe that a child seen in the course of professional duties has been threatened with abuse or neglect and that abuse or neglect will occur, shall report. ‘Abuse’ includes physical injury, sexual abuse, and conduct causing emotional damage. ‘Physical injury’ means injury inflicted on a child by other than accidental means. Physical injury includes, but is not limited to, lacerations, fractured bones, internal injuries, and severe or frequent bruising. ‘Sexual abuse’ includes sexual intercourse or contact, sexual exploitation, or permitting or allowing or encouraging a child to engage in prostitution. ‘Emotional damage’ means harm to a child’s psychological or intellectual functioning which is exhibited by anxiety, depression, or aggression. Emotional damage may be demonstrated by observable changes in the child’s behavior or in emotional responses or learning incompatible with the child’s age or stage of development. ‘Neglect’ is the refusal or inability by the child’s parent, legal guardian, or other person exercising temporary or permanent control over the child, for reasons other than poverty, to provide necessary care, food, clothing, medical or dental care, or shelter so as to seriously endanger the physical health of the child.”

All District employees who have knowledge of or suspect child abuse or neglect, or threat of child abuse or neglect, are to immediately report all such actual or suspected child abuse or neglect situations to the Ozaukee County Social Services Dept. ([262] 284-8200 or [262] 238-8200). If a report to that department is not possible, then District personnel shall report child abuse or neglect of children to the Ozaukee County Sheriff’s Department. If the child’s abuse or neglect is life-threatening, the staff member is first to make a report to the law enforcement agency and request an immediate investigation. Upon making the report, the District staff person shall also immediately report the law enforcement referral to the Ozaukee County Social Services Department.

A report is described as "...the facts and circumstances contributing to a suspicion of child abuse or neglect or to a belief that child abuse or neglect will occur..." §48.981(3), Wis. Stats. The law requires such information to be conveyed to the Ozaukee County Social Services Department or the local law enforcement agency.

No administrator or other District employee may prevent or attempt to prevent another District employee from making a report of alleged child abuse or neglect. No administrator or other School District employee may require or attempt to require, that another District employee desiring to make a report of suspected child abuse or neglect be required to change any aspect of that report.

No person making a report under the child abuse and neglect reporting law in good faith may be discharged from employment, disciplined, or otherwise discriminated against in regard to employment, or threatened with any such treatment for so doing. However, disciplinary action may result from the failure of a District employee to report suspected child abuse or neglect of which they have knowledge.

It is the District's policy to maintain as confidential any and all information pertaining to the suspected child abuse or neglect report and to share that information only with those individuals provided for under §48.981, Wis. Stats.

All employees of the District shall receive training provided by the Department of Public Instruction in identifying children who have been abused or neglected, and in the laws and procedures under the law governing the reporting of suspected or threatened child abuse and neglect. A District employee shall receive that training within the first six months after commencing employment with the School District and at least once every five years after that initial training. In addition, NOSD shall conduct review sessions for all staff members regarding this policy on a yearly basis. All District employees shall be required to attend. The entire District staff will be given a copy of the child abuse and neglect reporting procedures each year.

These child abuse reporting procedures are consistent with Board Policy 8462.

USE OF TECHNOLOGY RESOURCES

Northern Ozaukee School District provides employees access to the District's internal network and to the Internet for the following purposes.

- To more effectively and efficiently fulfill job duties
- To further the educational goals and objectives of the District
- To enhance and expedite the professional development of its employees

Use of District technology for any other purpose, unless expressly approved by the superintendent or his/her designee, is prohibited and subject to discipline, including possible termination.

All employees are to be aware of the following regarding the use of District technology:

- No employee should have any expectation of privacy as to his or her Internet usage, or the privacy of any electronic mail message, file, download, note, or other data stored on or transmitted or received through any District computing facility.
- The use of District technology is monitored and usage recorded at all times. The District will review computing activity and analyze usage, including patterns and Internet sites visited, at any time without any notice, and for any reason.

- The District, through appropriate systems management personnel, reserves the right to inspect any and all data stored in public or private areas of networked and individual storage systems of any kind, without notice or warning, and at any time for any purpose.
- The District will endeavor to block content that is not consistent with the employee's job responsibilities or professional development goals. The District will also endeavor to block use of the network to create, view, send, receive, store, display, or print text or graphics which may reasonably be construed to be obscene, disruptive, or harmful to the educational or working environment, but the District acknowledges that no blocking or filtering mechanism is capable of blocking all inappropriate content all of the time. Offensive, disruptive, or harmful data includes, but is not limited to, any messages, files, or data which contain the following: Pornographic or erotic images; sexual implications; racial slurs; derogatory gender-specific comments; information or instructions designed to cause physical harm to another person; comments that offensively address a person's age, sexual orientation, religious beliefs, political beliefs, national origin, disability, or other characteristics protected by local, state, or federal law; any comment which in any way defames, slanders, or libels another person; any comment intended to frighten, intimidate, threaten, abuse, annoy, or harass another person; or data or activities which invade the privacy of another person. If an employee finds that s/he is connected to a site that contains any of the preceding material, s/he must disconnect from that site immediately, and inform his/her supervisor of the incident.

All employees are expected to be familiar with and follow Board Policy 7540 and 7540.04, "Computer Technology Network, and Internet Acceptable/Appropriate Use and Safety" and "Staff Education Technology Acceptable Use and Safety."

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 District Policy 8350, "Confidentiality". The law and respect for our students require that student issues are only discussed with that student's parents and other employees who have a legitimate educational interest in the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any request for District records shall be referred to the appropriate administrator.

See Board Policy 8350 for additional information.

CONFLICTS OF INTEREST

A conflict of interest is defined as any judgment, action, or relationship that may benefit an employee or another party with which the employee is affiliated 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, his or her immediate family, or for an organization with which he or she is associated.

No employee may negotiate, bid for, or enter into a contract in which the employee has a private monetary 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 monetary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part.

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 of the District as long as such employment does not interfere with assigned school duties as determined by the District. The Board of Education expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours, or, for professional employees, during the additional time that the responsibilities of the District's position require, nor will an employee use any District facilities, equipment, or materials in performing outside work.

COPYRIGHT

A variety of machines and equipment for reproducing materials to assist carrying out educational assignments is available to the staff in each building. 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 members. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the building principal or superintendent.

For additional information, see District Policy 2531 "Copyrighted Works".

CRIMINAL BACKGROUND CHECKS

Northern Ozaukee School District recognizes that school performance and a child's ability to learn relate directly to the personal welfare and safety of children. It shall be the policy of Northern Ozaukee School District's Board of Education, prior to the appointment of any person to a full-time position, part-time position, or prior to any person volunteering in the School District, for the administration to conduct a crime information records check through the Wisconsin Department of Justice and/or other appropriate information sources. If a volunteer has lived outside of the state of Wisconsin for any or all of the last three years, the individual is also subject to the National Crime Information Center (NCIC) check.

Candidates for Employment

The candidate will complete a disclosure statement on which s/he will disclose details of any conviction record(s), excluding minor traffic violations, and reveal any charges which may be pending at the time. If the candidate refuses to cooperate in fully completing the disclosure form or is found to have provided false, inaccurate, or incomplete information on the disclosure form, the person will be disqualified for employment.

If the background check confirms a conviction or pending charges that the applicant acknowledged on the disclosure form, a determination will be made in consultation with legal counsel, if appropriate, whether to refuse employment. Records of convictions or pending charges are not ordinarily used or considered in making employment decisions, unless they are substantially related to the circumstances of the charge of the particular job.

Candidates for employment and employees are expected to notify the school principal/immediate supervisor immediately should their arrest or conviction situation change.

Active Employees

All District employees shall notify their immediate supervisor or administrator as soon as possible, but no more than three (3) calendar days, after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude (an act or behavior that gravely violates moral sentiments or accepted moral standards of the community), and any of the other offenses, as follows:

- 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. A misdemeanor which violates the public trust; or,
- F. Providing alcohol, drugs, or any products prohibited by law or District policy to minors, on or off campus.

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 members in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three (3) calendar days after the event giving rise to the duty to report.

While the District may conduct criminal history and background checks on its employees at any time, background checks will be conducted on all employees every four years. An arrest, indictment, or conviction of a crime shall not be an automatic basis for termination. The District shall consider the nature of the offense, the date of the offense, and the relationship between the offense and the employee's position in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District. Nothing herein shall prohibit the District from placing an employee on administrative leave, paid or unpaid, based upon an arrest, indictment, or conviction.

Volunteers

The District has the same behavioral expectations of volunteers as it does of all employees. This includes, but is not limited to, adherence to all District policies and procedures, and relevant state and federal laws.

Criminal background checks will be completed for all adult volunteers in the District. This includes, but is not limited to, volunteers who work in the school buildings, assist with extracurricular activities, chaperone field trips or other off-site activities, and all other direct or related school activities or events.

The criminal background check will be completed using the Wisconsin Department of Justice and/or other appropriate information sources. If a volunteer has lived outside of the state of Wisconsin for any or all of the last three years, the individual is also subject to the National Crime Information Center (NCIC) check.

If the background check reveals no qualifying information as listed under "Qualifying Offenses and Crimes," volunteers are issued an identification card and are required to carry it with them at all times during volunteer activities.

Volunteers are expected to notify the school principal immediately should their arrest or conviction situation change. Following the initial background check, subsequent background checks will be conducted every four years.

A volunteer coach for school athletics who has successfully completed the background check will be required to sign a Volunteer Coach Acknowledgement and Waiver of Liability form prior to beginning any coaching duties.

Qualifying Offenses and Crimes

The Northern Ozaukee School District Board of Education will be highly sensitive to the following crimes and felonies, and, when appropriate, will review with the school attorney appropriate action as related to employment by the District or volunteering in the District:

- Abandonment of a child
- Abduction of another's child; constructive custody
- Acquiring or obtaining possession of a controlled substance by fraud or forgery; counterfeit substance and packaging; all drug-related crimes
- Battery, substantial battery, aggravated battery
- Battery to a pregnant woman or unborn child
- Bomb threats
- Burglary
- Causing a child to view or listen to sexual activity
- Causing mental harm to a child
- Child enticement
- Child sex offender working with children
- Contributing to the delinquency of a minor
- Criminal gang member solicitation and contact

This list is not exhaustive, and the District will closely scrutinize any candidate for employment, employee, or volunteer who is convicted of any crime or civil forfeiture offense relating to abuse of others, damage to property, loss of self-control, or that such individual may be a danger to him/herself or others.

See District Policy 3121 and 4120.09, "Criminal History Record Check" and "Volunteers", for additional information regarding background checks.

DISTRICT PROPERTY

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

DRUG-, ALCOHOL-, AND TOBACCO-FREE WORKPLACE

Drugs and Alcohol

The District seeks to provide a safe, drug-free workplace for all of its employees. "Workplace" is defined as anywhere on District property or at a school-related event.

Securing an alcohol- and drug-free environment is vital to the District's duty to comply with legal mandates and its obligation to promote the health, welfare, safety, and education of students and employees. Because District employees render services to students, serve as role models for students, and act as enforcers of student alcohol/drug policies, the District has a compelling interest to ensure that its employees are alcohol- and drug-free at any time they are performing duties for or representing the District. Therefore, in accordance with District Policy 3122.01, 4122.01, 4162, and 5530, "Drug-Free Workplace - Professional Staff", "Drug-Free Workplace - Support Staff", "Controlled Substance and Alcohol Policy for Employees that Transport Students", and "Drug Prevention", the following applies to all District employees:

- The manufacture, distribution, dispensation, sale, possession, or use of alcohol or illegal drugs in the workplace and/or while conducting School District business is strictly prohibited, and
- Employees are prohibited from coming to work under the influence of alcohol or illegal drugs.

Violation of this policy will result in disciplinary action, up to and including termination of employment.

In addition, in accordance with District Policy 4160, "Physical Examination", all applicants who have received offers of employment for regular full-time or part-time positions, unless expressly excluded, are required to submit to a drug test as part of the employment screening process. Any applicant who receives a conditional offer of employment and refuses to take a drug test shall be disqualified from further consideration for the position.

Reasonable Suspicion Testing

All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accu-

rate observations concerning the appearance, behavior, speech, or body odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.

Tobacco Products

Employees shall not use tobacco products on District premises, in District vehicles, or in the presence of students at school, on field trips, chaperoning, or during school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

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, co-workers, vendors, and the public to identify employees. Employees must wear their employee identification badges in a visible spot during their contracted work time.

FALSE REPORTS

Employees may be disciplined for not filing required paperwork or for filing false reports or statements including, but not limited to, the following: Accident reports, self-attendance reports, insurance reports and physician's statements, pre-employment statements, leave requests, student records, tax withholding forms, time sheets, and work reports. Honesty is a core value of the District. Employees shall not create any intentional inaccuracies verbally or on any official District document, such as, but not limited to, time sheets, job applications, and pupil records.

FINANCIAL CONTROLS, OVERSIGHT, AND FRAUD PROHIBITION

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

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.

Fraud and financial impropriety shall include, but is not 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

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
13. Any other dishonest act related to the finances of the District

Fraud Investigations

If an employee is found to have committed fraud or financial impropriety, the superintendent or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, superintendent, 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.

GIFTS

An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees, or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities, lodging, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized national or state-wide educational association or by an umbrella or affiliate organization of a national or statewide educational association. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Employees should accept only gifts of token value from students or parents.

Gifts that are intended for the benefit of the District should be referred to the appropriate building administrator for proper processing under the District's policy on gifts and solicitations (Board Policy D-2, Gifts and Donations) and the terms of §118.27, Wis. Stats.

INVESTIGATIONS

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

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 are located in the office of the business manager at 401 Highland Dr., Fredonia, WI 53021. 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. Appropriate licensure is required to maintain employment.

NEPOTISM

- A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity which they may have with a current employee of the District. However,

to avoid possible conflict 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. Should an employee be called upon to participate in such a decision, he/she shall notify his/her immediate supervisor of the possible conflict of interest.

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

OPERATORS OF DISTRICT VEHICLES AND USE OF PERSONAL VEHICLES

A. Authorized Operators

All employees who drive a District vehicle, a vehicle rented/leased by the District, or operate mobile equipment must be employed by the District and approved by the administration to be an authorized operator. Mobile equipment includes, but is not limited to, such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, ditch witches, and golf carts. All authorized operators must undergo an annual driver’s license record check. The Business Office will maintain a list of authorized operators and distribute it to all administrators each year.

B. Notice of Traffic Violations

All employees who drive a District vehicle (owned, leased, or rented) or operate mobile equipment must notify their immediate supervisor immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the business manager at ext. 407. 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.

C. Use of Personal Vehicles

Transporting of students in private vehicles to, from, or for school activities is generally discouraged and requires pre-authorization, except in an emergency situation. Employees must notify and receive approval from the building principal prior to transporting students in private cars for any legitimate school purpose. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions; NOSD Board policy; and shall include, but not be limited by, enumeration, a review of the employee’s driving record, and an examination of the vehicle. Employees transporting students will provide written assurances of appropriate insurance coverage and vehicle safety before transporting students. Employees who transport students for school activities in their own car 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.

PERSONAL PROPERTY

Liability

The District does not assume any responsibility for loss, theft, or damage to personal property. The District advises employees not to carry unnecessary amounts of cash or other valuables. If employees

bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft, or any damage to cars parked on 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.

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.

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/her 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 superintendent 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 thereof 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 specified in §103.13(6), Wisconsin State 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.

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

EMPLOYEE-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, 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 of age or older. Employees shall not use profane or obscene language or gestures in the workplace.

PHYSICAL EXAMINATIONS

Upon initial employment, physical examinations shall be required of District employees in accordance with §118.25 of the Wisconsin State 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.

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 administration concerning the current health of the employee, and consistent with the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

POLITICAL ACTIVITY

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions: (1) No school employee shall, in any way, use 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; and (2) 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.

JOB DESCRIPTIONS

Job descriptions for each District employee are available for review in the superintendent's office and the Business Office. Employees must be able to perform all essential functions listed in the job description.

PROFESSIONAL/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 be consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance; to practice good personal hygiene; and to wear clothing that is in good condition. Employees represent the District to students, parents, and the public.

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

SCHOOL CALENDAR

The school calendar shall be approved by the Board. The determination of the structure of the days, such as, but not limited to, instructional, staff development, and workdays, shall be at the discretion of the District. In the spirit of collaboration, the District will endeavor to seek the input of the staff to determine the calendar.

SOLICITATIONS

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

STUDENT CODE OF CLASSROOM CONDUCT

The Student Code of Classroom Conduct is part of District Policy 5500, "Student Code of Classroom Conduct". It can also be found in individual school Student Handbooks, available in each school office.

STUDENT BEHAVIOR

Student behavior is the responsibility of all District employees and contracted employees. In order to develop and maintain a healthy learning environment in which everyone is treated with respect, all inappropriate student behavior must be addressed by all employees. Employees who observe inappropriate behavior are expected to intervene and/or seek assistance, as needed. Inappropriate student behavior, student violations of Board policy, and/or student violations of Handbook rules or building rules are not to be ignored or tolerated by any employee.

SUPERVISORY ASSIGNMENTS

The District, at its discretion, will assign employees to perform supervisory duties, such as, but not limited to, bus duty, hall duty, playground supervision, and/or lunchroom supervision, on a rotating basis in each building. Additional compensation will be provided only if an employee is requested by administration to give up a lunch period to perform such supervision, and agrees to do so.

VIOLENCE/INTIMIDATION IN THE WORKPLACE

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.

Prohibited Behavior

Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or exhibited 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 learning environment
7. Physical restraint, confinement (except in self-defense or protecting the safety of others)
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

Reporting Procedure

An employee who believes he/she has been the victim of violence or intimidation should take the following steps:

1. If an emergency exists and the situation is one of immediate danger, the employee is threatened with violence, or witnesses an act or threat of violence toward anyone else, shall contact the local law enforcement by dialing 9-1-1. Such employee(s) 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. Reference Board Policy 1662, 3362, and 4362, "Employee Anti-Harassment - Administration", "Employee Anti-Harassment - Professional Staff", and "Employee Anti-Harassment - Support Staff".

Investigation and Investigation Findings

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

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

Northern Ozaukee School District Board of Education members, current employees, former employees, applicants, or contractors who report certain violations of law or policy are protected from retaliation.

WELLNESS

District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. The District encourages staff members to use foods of a high nutritional value in fund-raising activities, and to create an educational environment that supports the promotion of healthy food and beverage choices for students. Using food as a learning or behavior incentive should be kept to a minimum. Incentives shall be healthy food choices. The withholding of a meal as punishment is prohibited.

WHISTLE-BLOWER PROTECTION, BOARD POLICY 1662, 3362 & 4462

A whistle-blower is defined by law as someone who reports an activity to the Board as specified in this policy that s/he considers illegal or dishonest, which creates a substantial and specific danger to the public's health, safety, or welfare. The whistle-blower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate Board of Education officials are charged with these responsibilities.

The Board of Education is committed to the highest possible standards of ethical, moral, and legal business conduct. Along with a commitment to open communication, this policy aims to provide a way for employees to raise concerns and to allege wrongdoing, with full assurance that they will be protected from reprisal or retaliation for whistle-blowing in good faith. The whistle-blower policy intends to address violations of law that include, but are not limited, to:

1. Violation of federal, state, or local laws
2. Fraudulent financial reporting
3. Billing for services not performed or goods not delivered
4. Dishonest, illegal, or fraudulent acts
5. Improper use of government office
6. Gross waste of public funds or mismanagement
7. Neglect of duty
8. Criminal activity
9. Harassment
10. Egregious violation of policy
11. Any other abuse or gross neglect of duty on the part of the Board of Education, its public officers, or its employees

Employees with any questions concerning this policy should contact the District's business manager or designee.

If an employee has knowledge or concern of illegal, dishonest, or fraudulent activity, the employee may report the knowledge to his/her immediate supervisor, the superintendent or designee, the Board of Education president, or the Board of Education Finance Committee president. The employee must exercise sound judgment to avoid baseless allegations. An employee who knowingly files a false report of wrongdoing will be subject to discipline, up to and including termination.

All reports of illegal and dishonest activities will be promptly submitted to the superintendent or designee, who is responsible for investigating and coordinating corrective action.

Whistle-blower protection is provided in two important areas—confidentiality and retaliation.

- A. Insofar as possible, confidentiality of the whistle-blower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense.
- B. The Board of Education will not retaliate against a whistle-blower. This includes, but is not limited to, protection from retaliation in the form of an adverse personnel action, such as ter-

mination, compensation decrease, poor work assignments, or threats of physical harm. Any whistle-blower who believes s/he is being retaliated against must contact the superintendent or designee immediately.

- C. The right of a whistle-blower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

This policy is not a vehicle for protesting a performance evaluation, making a complaint about a co-worker, or otherwise disputing or disagreeing with management decisions. In such cases, staff members must respect and use the established organizational lines of authority, communication, and grievance procedures. This whistle-blower policy is created to allow legitimate recourse for addressing any of the inappropriate behaviors identified herein.

WORK MADE FOR HIRE

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

WORKPLACE SAFETY

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
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.

Protection of Staff Members

An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the superintendent or his/her designee, who shall acknowledge receipt of such report and keep the employee involved informed of action taken. The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under the Grievance Procedures as outlined in Section 3 (next section) of this Handbook to address workplace safety issues. Workplace safety is also defined in Section 3 of this Handbook. The employee may, at 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 has occurred.

Weapons Prohibition

Firearms and dangerous weapons are prohibited on all District property. The prohibition includes firearms in vehicles on school property. Licensed peace officers who are serving in their official capacities are the only persons exempt from this prohibition.

Disaster Preparedness

All employees must become familiar with building procedures in the event of emergency, such as fire, tornado, or intruders. When drills are staged, every staff member and student must follow proper procedures.

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, note the following:

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).

Work Spaces, Including Desks and Lockers

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.

SECTION 3. GRIEVANCE PROCEDURES - Board Policies 3340 & 4340

PURPOSE

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort will be made to settle any grievances at the lowest possible level in the Grievance Procedure.

DEFINITIONS

- A. "Grievance" is defined as a disagreement over: (1) An issue involving workplace safety, (2) the imposition of discipline, or (3) termination of employment. Only one subject may be covered in any one grievance.
- B. "Employee," for purposes of this procedure, shall not include statutorily-appointed individuals identified specifically in a statute as serving at the pleasure of an appointing authority, elected officials, or independent contractors.
- C. "Days" used in this policy and procedure means any day the District's Business Office is open, excluding holidays, as defined in the Handbook. In computing any period of time prescribed or allowed by this procedure, the date of the act or event from which the designated period of time begins to run is not included. The last day of the period will be counted, unless it is a Saturday, Sunday, or a legal holiday; in which case, the period runs until the end of the next day that is not a Saturday, Sunday, or a legal holiday.
- D. "Workplace safety" shall be narrowly construed and is not intended to include basic conditions of employment unrelated to an employee's physical health and safety. "Workplace safety" means the conditions of employment related to an employee's physical health and safety, as long as such conditions are not enforceable under federal or state law, related only to safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence, and accident risk.
- E. "Discipline," for purposes of this procedure, requires adverse employment action and does *not* include action such as verbal notices or reminders; performance evaluations or reviews; verbal warnings; verbal reprimands; documentation of employee acts and/or omissions placed in a personnel file; non-disciplinary wage, salary, or benefit adjustments; written reprimands; oral or written notices of deficiency; improvement plans; paid administrative leave or suspensions from work with pay; demotion for reasons other than discipline; or transfer or change in assignment. The purpose of action, such as verbal notices/reminders and written reprimands, is to alert the employee that failure to correct the behavior may or will result in disciplinary action in the future.
- F. "Termination of employment," for the purpose of this procedure, does not include lay-offs; workforce reduction activities; voluntary termination including, without limitation, quitting or resignation; job abandonment through failure to report to work; termination due to disability, lack of qualification or licensure, or other inability to perform job duties; retirement; termination upon the conclusion of a temporary position; or any other cessation of employment not involving involuntary termination.

PROCEDURE GUIDELINES

- The grievance must be filed by the aggrieved employee(s); i.e., one employee may not file on behalf of another.
- The individual(s) filing the grievance must propose a specific remedy.

- The issue and proposed remedy must be under the reasonable control of the employer.
- The form(s) attached to the policy must be utilized to initiate the grievance and/or appeal to the next level.

Representation

At its own expense, a party may be represented during any step of the grievance procedure by a representative of his/her own choice.

Time Limitations and Waiver

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

- A. Extensions.** The District may unilaterally waive or extend the timelines specified in this procedure.
- B. Filing and Postmark.** The filing or service of any notice or document will be timely if it is personally served or if it bears a postmark of the United States Postal Service within the time period. The filing or service of any notice or document will also be timely if it is filed or served by electronic mail that is properly addressed and fully transmitted within the time period.

GRIEVANCE STEPS

An employee filing a grievance must proceed in the following manner and sequence:

Step 1: Informal Resolution. The employee must discuss any grievance related to discipline or workplace safety at a meeting with the employee's immediate supervisor or designee prior to filing a formal, written grievance in order to try to informally resolve the issue. This discussion must take place within five (5) days after the event giving rise to the grievance or the date the employee first became aware or should have become aware of the factual situation creating the basis for the grievance.

Step 2: Formal Grievance. If the grievance is not resolved at the meeting at Step 1, the grievant may advance the grievance by submitting it in writing and presenting it to the District administrator or his/her designee within ten (10) days after the meeting held at Step 1. The written grievance must be submitted on the form attached to this policy, and must be signed and dated by the employee. The District administrator may schedule a meeting to review the matter within ten (10) days of receiving the written grievance. The District administrator, or a designee, will provide a written response to the employee within ten (10) days after the grievance was presented in writing or after the meeting, whichever is later. Grievances related to termination may proceed straight to the Formal Grievance Procedure.

Step 3: Administrative Response. The District administrator or designee will meet with the grievant within ten (10) days of receipt of the written grievance. Administration will provide a written response within ten (10) days of the meeting. Administration's written response to the grievance must contain:

1. A statement of the date the meeting between administration and the grievant was held,

2. A decision as to whether the grievance is sustained or denied, and
3. In the event the grievance is denied, a statement outlining the timeline to appeal the denial.

Step 4: Appeal to Impartial Hearing Officer. The written decision of the District administrator shall be final, unless the grievant appeals the Step 3 decision to an impartial hearing officer (“IHO”) by submitting a written appeal grievance to the District administrator or designee within five (5) days after receipt of the decision at Step 3.

Impartial Hearing Officer (IHO) Selection Process: The District administrator or designee shall identify an IHO consistent with the following minimum requirements:

- The IHO shall be: (1) An attorney who is licensed to practice in the State of Wisconsin; (2) a current or former school administrator who remains licensed by the Wisconsin Department of Public Instruction as either a District administrator or principal, provided the person demonstrates to the satisfaction of the District administrator sufficient familiarity with the procedures for conducting a fair and impartial hearing; or (3) such other individuals deemed qualified by the Board of Education, provided that the Board, upon recommendation by the District administrator, affirmatively approves such individual’s alternative qualifications prior to the person serving as a hearing officer.
- If the IHO is an attorney, that individual may not be an attorney who (or whose firm) represents or has represented the District in some other capacity, or who (or whose firm) is representing the District in any capacity in connection with the grievance in question.
- The IHO shall not be an employee of the District.
- Due to their background and experience, IHOs may be identified based on their suitability to hear grievances over particular issues; e.g., an individual may be deemed well-qualified to hear a grievance over a “workplace safety” issue, or perhaps well-suited for grievances other than over a “workplace safety” issue).

The IHO assigned to any pending grievance must be available to hear the case and render a decision in a timely manner.

The Hearing: The hearing shall be conducted as soon as practicable, and may or may not be transcribed, subject to the IHO’s discretion. Witnesses may also present information, but only in person. Written documents may also be submitted, subject to the IHO’s discretion. The hearing officer may request written closing arguments and replies. The IHO shall provide a written decision.

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

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

Impartial Hearing Officer Response: The IHO shall file a written response within thirty (30) days of the hearing date or the date of submission of written documents.

The IHO must sustain or deny the decision of the administration. The IHO has no authority to modify administration's decision and may not grant, in whole or in part, the specific request of the grievant.

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

Step 5: Appeal to the Board. The decision of the IHO shall be final, unless either the District administrator or the employee files with the Board's secretary a request for the decision to be reviewed by the Board no later than five (5) days after the employee receives the IHO's decision.

The Board shall review the matter as soon as practical. Normally, the Board of Education shall not take additional testimony or evidence. It may only decide whether the IHO reached an arbitrary or capricious decision based on the information presented to the IHO. The Board of Education will review the record and make a decision. A written decision will be made within thirty (30) days of filing of the appeal. The Board shall examine any records produced at the hearing before the IHO. The Board shall not conduct a *de novo* hearing, but may, at its discretion, review any records from the hearing before the IHO, including, but not limited to, the exhibits received by the IHO. A simple majority vote of the Board membership shall decide the appeal, which shall be final and not subject to further review. The Board's written decision must state whether the decision of the IHO is approved, reversed, or modified.

LIMITATIONS

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

SECTION 4. PAYROLL PROCESS

PAYROLL CYCLE

Professional employees will be paid in twenty-four (24) equal installments. Employees on twenty-four (24) installments will receive all summer installments by June 30.

Hourly, Full-Time, and School-Year Auxiliary employees will be paid based on hours worked per pay period.

Exempt employees scheduled to work the fiscal year will be placed on a twelve (12) month payroll cycle, consisting of twenty-four (24) pay periods.

PAYROLL DATES

The payroll periods begin on the 1st and 16th of each month. Pay dates will be on the 15th and the last day of the month. If the pay date falls on a weekend or banking holiday, the pay date will be the day prior to the weekend or holiday on which the bank is open. The first pay date of the school year for school-year employees will be September 15.

DIRECT DEPOSIT PAYMENT METHOD

All employees shall participate in a direct payroll deposit plan. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing. All employees will have access to electronic records indicating the number of accumulated paid leave days and the number of vacation days (if applicable) to be taken and the number remaining. This access is available through the District's Web site.

SALARY DEFERRALS - TAX SHELTERED ANNUITIES (TSA)

- A. The District will maintain a TSA program without regard to the employees' current or former employees' 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").

The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions as pre-tax dollars (salary reduction, also known as "regular" TSA contributions).

The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations for the employee's TSA vendor within thirty (30) calendar days if requested by the District.

- B. All employees will be permitted to have their contribution remitted via payroll deduction to an investment vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District's plan document.
- C. A vendor becomes a District-approved vendor by meeting the requirements set forth by the District which include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. The District may ask for proof of vendor registration from the employee to ensure a District-approved vendor has been chosen. The total number of vendors shall be limited

to no more than three (3). If, at any time, there are no active employees contributing to a particular vendor, that vendor shall be removed from the District-approved vendor list. The addition and/or deletion of a vendor shall be at the sole discretion of the business manager.

- D. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program.
- E. Employees may choose to defer either a percent of salary or a specific dollar amount up to the amount permitted by law. The salary reduction limit [402(g)(1)], the age fifty (50) additional deferral [414(v)(2)(B)(i)], and the "catch up" provision [402(g)(7)] for employees with fifteen (15) or more years of service may change annually.

F. General

- 1. The employee shall be permitted to change the TSA amount upon approval of the Business Manager and will be processed on the 1st of each month. Stopping contributions does not constitute a change. Upon initial enrollment for new employees, the employee shall certify in writing as requested by the District, but no more than two times per year (e.g., due to a change in full-time equivalency, absence, other deferrals, etc.), that the percentage or dollar amount of salary reduction withheld from compensation complies with the limits applicable to 403(b) TSA plan deferrals and does not exceed the amount permitted under Sections 403(b), 415, and 402(g) of the IRS Code, except as provided, as follows.
- 2. In no event shall the employee's contribution exceed one hundred percent (100%) of the employee's compensation, less payroll and other required deductions. Employee contributions are 100% vested and non-forfeitable at all times.

G. Salary Reduction Agreement

- 1. Employees will be required to sign an agreement to authorize TSA deductions from their salary. The District, without the consent of the employee, is authorized to modify the salary reduction agreement to comply with applicable legal requirements. The District will provide the employee with reasonable notice concerning any such modification.
- 2. The District will provide the employee with a dated and initialed copy of the authorized salary reduction agreement once the employer acknowledges receipt of the modified salary reduction agreement.
- 3. A change in beneficiary designation shall take effect when the election is accepted by the vendor.
- 4. The employee acknowledges that the District made no representation to the employee concerning the advisability, appropriateness, or tax consequences of any salary reduction agreement; participation in a tax-sheltered annuity; or the company which issues the annuity contract or which invests the employee's salary reduction funds. The employee agrees that the District shall have no liability whatsoever for any loss, solvency, operation, or benefits provided by the TSA vendor.

SECTION 5. WORKERS' COMPENSATION

WORKERS' COMPENSATION COVERAGE AND REPORTING RESPONSIBILITIES

All employees shall be covered by Workers' Compensation Insurance. Any employee who is injured on the job shall report the injury to his/her supervisor or designee within twenty-four (24) hours, or as soon as possible. The employee shall complete an accident report form available in all school offices and the Business Office.

BENEFITS WHILE ON WORKERS' COMPENSATION

If any employee is injured while performing duties for the District, the District shall continue to provide workers' compensation insurance, and the employee will be compensated in the following manner:

- A. Up to day sixty (60) of workers' compensation leave: The employee will be paid income equivalent to ninety percent (90%) of the income the employee would have earned had the employee not been injured. This income will be generated by combining workers' compensation insurance with prorated, accumulated paid leave as available. After paid leave has been exhausted, only workers' compensation insurance amounts will be provided. This provision will apply up until the sixtieth (60th) consecutive day of leave, or as long as the employee has accumulated sick leave available, whichever occurs first.
- B. Day sixty-one (61) and thereafter of workers' compensation leave: The employee will receive his/her workers' compensation payment. No other leaves will be applied to the workers' compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

INJURIES NOT COVERED BY WORKERS' COMPENSATION

Some types of injuries suffered while at work may not be covered by workers' compensation insurance. Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, injuries because of an intentionally self-inflicted wound, injuries sustained because of an employee's horseplay, and injuries sustained while an employee does an activity of a strictly private nature.

SECTION 6. PAID LEAVES

TYPES OF PAID LEAVE

Sick Leave

Full-time employees (80% or more employment) will be eligible for ten (10) paid sick leave days per year, cumulative to sixty (60) days. Part-time employees will receive a prorated number of paid sick leave days relative to their full time equivalency. Part-time employees must be employed at least a fifty percent (50%) full-time equivalency to be eligible for this benefit.

These days are intended to be used for personal illness, medical appointments, or for an illness in the employee's immediate family. For purposes of sick leave, 'immediate family' is defined as the employee's spouse, children, parents, parents-in-law, and any other individuals residing in the employee's household. Additional details regarding accumulation and payout for accumulated leave are outlined in subsequent sections of this Handbook as they pertain to different employment groups.

In any case in which an illness causes absence from work, the employee may be required to provide certification from a health care provider of the illness to the District Administrator or Principal. Absences of more than three (3) consecutive work days may be counted as leave under the district's FMLA policy.

Emergency Leave

Full-time employees (80% or more employment) will have available three (3) days per year for emergency leave. Emergency leave can be used for events such as a flooded basement, house fire, traffic accident, and other similar, unplanned occurrences beyond the employee's control. Emergency leave will not be granted as a result of a car that won't start on a cold day, an unplowed driveway, or other similar situations. Employees are expected to be prepared for these types of occurrences, and have alternate plans to get to work. Emergency days are non-cumulative and are deducted from the employee's available sick leave.

Bereavement Leave

In the event of death of an employee's immediate family member or of another individual residing in the employee's household, the employee shall be allowed, per occurrence, three (3) days off of work with pay. Immediate family includes the spouse, parents, parent-in-laws, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee, and his or her spouse.

Employees shall be granted one (1) day with pay, per occurrence, to attend the funeral of aunts, uncles, nieces, nephews, first cousins, and other individuals, as determined by the superintendent or his/her designee.

In extenuating circumstances, additional leave days may be granted by the superintendent. Bereavement leave is non-cumulative, and is not deducted from any other form of leave. However, if the superintendent grants additional days of bereavement leave under this section of the Handbook, those additional days will be deducted from available sick leave or granted without pay, at the discretion of the superintendent.

Personal Leave

Full-time employees, as defined by the District to be eligible for full benefits, are entitled to two (2) days non-cumulative, each year for personal business. Part-time employees (less than 80%) are not eligible for personal leave. Personal days may not be taken the day before or to extend a vacation, and approval is subject to the availability of substitute employees, as needed. Requests for personal leave must be made seventy-two (72) hours in advance. Approval with less notice is at the discretion of the superintendent. Personal days will be deducted from available sick leave, only if used.

Jury Duty

Non-cumulative, paid leave for as much time as is required will be provided to an employee to serve on a jury for which he or she is summoned by the court when such duty occurs during the employee's work hours. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or work days.

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

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 reimburse employer the amount received minus travel expenses received. The employee will not suffer any loss of benefits that would be accrued during this time (e.g., paid leave days, 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 paid leave days or vacation time (if applicable) the employee has earned or will earn in the future.

SECTION 7. UNPAID LEAVES

UNIFORMED SERVICE LEAVES OF ABSENCE

Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this Handbook.

The “uniformed services” consist of the following: Army, Navy, Marine Corps, Air Force, and Coast Guard; Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve; Army National Guard and Air National Guard; Commissioned Corps of the Public Health Service; or any other category of persons designated by the United States President in time of war or emergency.

MEDICAL LEAVE OF ABSENCE

- A. **Application Procedures:** All requests for unpaid medical leave of absence, other than emergencies, must be submitted to the business manager at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the superintendent or his/her designee, and shall be granted or denied at his/her sole discretion and in accordance with applicable law.
- B. **Benefits During Leave:**
 - 1. Length of service and other benefits shall not accrue during such leave as required by applicable law.
 - 2. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
- C. **Placement upon Return from Leave:** The employee will be placed in a position within his/her licensure and/or qualifications at the discretion of the District at the same wage/salary rate prior to the leave.
- D. **Failure to Return after Expiration of Leave:** The employee should notify the superintendent or his/her designee of the employee’s intent to return to work at least forty-five (45) days prior to the expiration of the leave or as soon as possible. In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.
- E. **Interaction with Family and Medical Leave Provisions:** Unpaid medical leave, the term of such leave, and participation in insurance programs as provided for under this section, 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.

OTHER UNPAID LEAVES OF ABSENCE

- A. **Application Procedures:** All requests for other unpaid leave of absence, other than emergencies, must be submitted to the business manager at least sixty (60) days prior to the anticipated

beginning of the leave. Such application will be reviewed and processed by the superintendent and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year.

B. Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.
2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. 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.
3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

- C. Placement upon Return from Leave:** The employee shall notify the superintendent or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the leave is expected to continue past April 15, the notice of return must be made by April 15. 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. The employee will be placed in a position within his/her licensure and/or qualifications at the discretion of the District, at the same wage/salary rate prior to the leave.

SECTION 8. BENEFITS APPLICABLE TO ALL EMPLOYEES

FLEXIBLE SPENDING ACCOUNT

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

- A. Payment of insurance premium amounts (IRC Section 106)
- B. Permitted medical expenses not covered by the insurance plan (IRC Section 105), subject to limitations set forth by the Internal Revenue Code
- C. Dependent care costs (IRC Section 129) subject to limitations set forth in the Internal Revenue Service Code

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules, and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections §105, §106, §125, and §129.

MILEAGE REIMBURSEMENT

All employees' use of their personal vehicle for District business is subject to prior approval. The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course

of performing duties for the District. Forms to be used to report mileage shall be available in the Business Office and on the District's Web site.

DENTAL INSURANCE

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

A. Eligibility

1. Minimum hours for participation: An employee whose individual contract or assignment is at least fifty percent (50%) of full-time equivalency is eligible to participate in the District's dental insurance. Employees whose assignment is less than fifty percent (50%) of full-time equivalency are not eligible to participate in the District's dental insurance.
2. Proration of district contributions: Employees with a full-time equivalency of eighty percent (80%) or greater will receive benefits equal to those provided to employees with a full-time equivalency of one hundred percent (100%). An employee with at least fifty percent (50%) of full-time equivalency, but less than eighty percent (80%), will receive this benefit on a prorated basis.

B. Commencement and Termination of Benefits

Dental coverage will commence on the first day of the next month of the employee's first day of employment. The insurance benefits described in this Handbook terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If a certified professional employee resigns or is terminated after completion of a school year, but before the commencement of the next school year, his/her insurance benefits shall terminate as of August 31.
3. If a support staff member resigns or is terminated at the end of a school year, his/her insurance benefits shall terminate as of June 30.

C. Premium Contributions

1. Single coverage: For full-time employees who are eligible for and select single coverage, the District shall pay 85% of the premium cost of the District-selected dental insurance plan.
2. Family coverage: For full-time employees who are eligible for and select family coverage, the District shall pay 85% of the premium cost of the District-selected dental insurance plan.

HEALTH INSURANCE

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

A. Eligibility

1. An employee is eligible for health coverage if either: a) they currently qualify as ACA-FT under the measurement method selected by the ALE; or b) they are currently scheduled, or expected, to work the specified number of hours per week.
2. Minimum hours for participation: An employee whose individual contract or assignment is at least fifty percent (50%) of full-time equivalency is eligible to participate in the District's health insurance. Employees whose assignment is less than fifty percent (50%) of full-time equivalency are not eligible to participate in the District's health insurance.
3. Proration of district contributions: Employees with a full-time equivalency of eighty percent (80%) or greater will receive benefits equal to those provided to employees with a full-time equivalency of one hundred percent (100%). An employee with at least fifty percent (50%) of full-time equivalency, but less than eighty percent (80%), will receive this benefit on a prorated basis.

B. Commencement and Termination of Benefits

Coverage will commence on first day of the next month of the employee's first day of employment. The insurance benefits described in this Handbook terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract or assignment, District coverage shall cease at the end of the month in which the resignation or termination becomes effective.
2. If a professional educator resigns or is terminated after completion of a school year, but before the commencement of the next school year, his/her insurance benefits shall terminate as of August 31.
3. If a support staff member resigns or is terminated at the end of a school year, his/her insurance benefits shall terminate as of June 30.

C. Premium Contributions

1. Single coverage: For full-time employees who are eligible for and select single coverage, the District shall pay 85% of the cost of the single premium of the District-selected health insurance plan. Employees shall be responsible for the remaining portion of the premium (15%). Payroll deductions will be made pre-tax.
2. Family coverage: For full-time employees who are eligible for and select family coverage, the District shall pay 85% of the District-selected health insurance premium cost. Employees shall be responsible for the remaining portion of the premium (15%). Payroll deductions will be made pre-tax.

CASH ALTERNATIVE TO HEALTH INSURANCE

The District may, at its discretion, offer cash in lieu of health insurance through Board action.

LIABILITY INSURANCE

The District shall carry liability insurance which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees shall be covered for

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

LIFE INSURANCE

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

Eligibility

An employee whose contract is at least fifty percent (50%) of full-time equivalency is eligible to participate in the District's life insurance. Employees whose assignments are less than fifty percent (50%) of full-time equivalency are not eligible to participate in the District's life insurance.

Commencement and Termination of Benefits

Coverage will commence on the employee's first day of employment. The life insurance benefits described in this Handbook and on any existing individual contract terminate on the effective date of the employee's separation from the District.

Premium Contributions

The District shall pay the entire premium for term life insurance equal to the next highest one thousand dollars (\$1000) of each eligible employee's salary or annual wages, not to exceed \$100,000.

LONG-TERM DISABILITY INSURANCE

The District shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the District. Long-Term Disability is defined in accordance with District Policy.

Eligibility

An employee whose individual contract or assignment is at least fifty percent (50%) of full-time equivalency is eligible to participate in the District's long-term disability insurance. Employees whose assignment is less than fifty percent (50%) of full-time equivalency are not eligible to participate in the District's long-term disability insurance.

Commencement and Termination of Benefits

Coverage will commence on the employee's first day of employment. The long-term disability insurance benefits described in this Handbook, and on any individual contract, terminates on the effective date of separation.

Premium Contributions

The District shall pay the full premium amount for long-term disability insurance for full-time employees. The benefits will be equal to ninety percent (90%) of an employee's monthly wages, subject to the maximum amount as indicated in the current policy. Coverage shall begin after sixty (60) consecutive calendar days of disability and continue until the employee is eligible to work or is eligible for Medicare/Medicaid.

WISCONSIN RETIREMENT SYSTEM (WRS) CONTRIBUTIONS

The District agrees to contribute the employer's WRS share. The employee will pay the employee's required WRS contribution, as required by state statutes. Under no circumstances shall the District pay

the employee's required WRS contribution. Payroll deductions for WRS contributions will be made on a pre-tax basis.

COBRA LAW CONTINUATION OF DISTRICT HEALTH PLAN PARTICIPATION

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

SECTION 9. EMPLOYMENT PROVISIONS

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.

EQUAL EMPLOYMENT OPPORTUNITY (BOARD POLICY 2260)

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

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.

Any employee who believes he/she has been discriminated against in violation of this policy may file a complaint. The District encourages informal resolution of complaints under this policy. Responsibility for overseeing the District's equal employment opportunity and affirmative action programs and investigating discrimination complaints is assigned to the District Administrator.

A formal complaint resolution procedure is also available. However, to address allegations of violations of the policies of the District, please refer to Board Policy 4340, available in each principal's office, school libraries, District Office, and on the District's Web site.

See Board Policy 3122 for additional information regarding the District's non-discrimination procedures and practices.

FAIR LABOR STANDARDS ACT

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act (FLSA). For non-exempt employees, issues concerning overtime, compensatory time off, minimum wage, and notification of rights under FLSA are found in each school building office.

FAMILY AND MEDICAL LEAVE ACT (FMLA), BOARD POLICY 3430.01

In accordance with Federal and State law, the Board of Education will provide family and medical leave to professional staff. The Board's Family and Medical Leave Act policy is intended to conform to and comply with, but not exceed, the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") and the Wisconsin Family and Medical Leave Act ("WFMLA"). To the extent that this policy is ambiguous or conflicts with the FMLA or the WFMLA, the FMLA and the WFMLA will govern.

Family and medical leave taken under this policy may be covered by Federal law, State law, or both. When leave taken by a staff member under this policy is governed by both Federal and State law, the more generous provision will control in the event of a conflict. However, when leaves are governed by State or Federal law, but not both, the applicable law will control under this policy. In this regard, you should note that certain leaves may be covered by both State and Federal law for only a portion of the leave. To the extent permitted by law, leave under the FMLA, leave under the WFMLA and leave granted under the Board's other policies will run concurrently (at the same time).

Eligibility Requirements

To be eligible for leave under the FMLA, you must have been employed by the Board for at least twelve (12) months in the past seven (7) years and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the requested leave. All full-time instructional staff members are deemed to meet the 1,250 hour requirement.

To be eligible for leave under the WFMLA, you must have been employed for more than fifty-two (52) consecutive weeks and have worked or been paid for at least 1,000 hours in the preceding fifty-two (52) weeks. The kind and amount of leave available to you under this policy, as well as your rights during leave, depend upon whether you satisfy the above requirements.

Qualifying Reasons for Leave

The Board provides family and medical leave for eligible staff members under the following circumstances:

- A. for the birth of the eligible staff member's child and to care for a newborn child
- B. for placement with the eligible staff member of a child for adoption or foster care
- C. to care for an eligible staff member's spouse, child or parent with a "serious health condition"

The term "child" generally includes a legal ward or a biological, adopted foster or stepchild. For leaves governed exclusively by the FMLA, the term also includes a son or daughter for whom you have assumed the day-to-day obligations of a parent. A child must be either under eighteen (18) years of age or unable to care for himself/herself due to a physical or mental disability or, for leave under State law only, unable to care for himself/herself due to a serious health condition.

"Parent" includes a staff member's spouse's legal guardian only if you are requesting leave under the WFMLA.

"Spouse" includes a qualified domestic partner for leaves governed by the WFMLA. Domestic partnerships must be registered with the county of residence and proof of such registration may be requested prior to approval of leave. Unregistered domestic partners must demonstrate that they are 1) both over age eighteen (18); 2) not in a domestic partnership or marriage with another individual; 3) they share a common residence; 4) they are not related in any way that would prohibit marriage under Wisconsin law; 5) they consider each other to be immediate family members and agree to be responsible for the other's living expense.

- D. because of a serious health condition that makes the eligible staff member unable to perform the essential functions of his/her position
- E. because of a qualifying exigency resulting from active military service by the employee's spouse, son, daughter, or parent in covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves

Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; (maximum fifteen (15) calendar days); 7) post-deployment activities; 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- F. to care for a service member who is the employee's parent, spouse, child or next of kin who, while on active military duty, sustains a serious injury or illness or aggravation of a pre-existing illness or injury while in the line of duty, while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, in the line of duty which renders the service member medically unfit to perform the member's office, grade, rank, or rating

Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces,

including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers. Leave is available for up to twenty-six (26) weeks in a twelve (12) month period. This type of leave is available for serious injury or illness which results in:

1. inpatient medical treatment, recuperation or therapy;
2. outpatient services at a military treatment facility or assignment to a unit established for the purpose of providing command and control of service members receiving outpatient medical services; or
3. assignment to the temporary disability retired list.

The maximum twenty-six (26) weeks of Federal leave to care for a service member includes, and is not in addition to, all other FMLA leave. In other words, employees may not take more than a total of twenty-six (26) weeks of FMLA leave during a single twelve (12) month period for any qualifying reasons under the FMLA. For instance, if an employee takes the maximum twelve (12) weeks of Federal FMLA leave for his/her own serious health condition, the employee may then only take fourteen (14) weeks of FMLA leave within that same twelve (12) month period to care for a military family member injured in the line of duty.

See the District Administrator to determine whether your request for leave qualifies under one (1) of the above categories.

Amount of Leave Available

Under the FMLA, if the staff member satisfies the eligibility requirements set forth above, s/he is entitled to a total of twelve (12) work weeks of leave in a calendar year for any of the reasons stated above, with the exception of leave to care for an injured service member, which is provided as described in (F) above.

Under the WFMLA, if the staff member satisfies the eligibility requirements set forth above, s/he is entitled to ten (10) work weeks of leave in a calendar year as follows:

- A. a total of six (6) weeks of leave for the birth of his/her natural child and/or the placement of a child with the staff member for, or as a precondition to, adoption;
- B. a total of two (2) weeks of leave to care for a covered family member with a serious health condition; and

- C. a total of two (2) weeks of leave due to the staff member's serious health condition.

Board policy calls for concurrent Federal/State leave coverage whenever a staff member is eligible for leave under both the FMLA and WFMLA to the extent available under the law. All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining an employee's eligibility for FMLA leave.

Definitions of Serious Health Conditions

In conjunction with the certification provided by a healthcare provider, the Board reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling a staff member to family or medical leave under State or Federal law.

In general, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves one (1) of the following:

A. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital or other care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

B. Absence Plus Treatment

A period of incapacity of more than three (3) consecutive calendar days* (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

1. treatment two (2) or more times by a healthcare provider, a nurse, physician's assistant or physical therapist under a healthcare provider's supervision, order or referral as appropriate within thirty (30) days of the first date of incapacity; or
2. treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider and occurs within seven (7) days of the first day of incapacity.

*Under the WFMLA, leave may also be available for a "serious health condition" of less than three (3) consecutive days in duration.

C. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

D. Chronic Conditions Requiring Treatment

A chronic condition which:

1. requires periodic visits of at least two (2) times per year for treatment by a healthcare provider, or by a nurse or physician's assistant under a healthcare provider's supervision;
2. continues over an extended period of time (including recurring episodes of a single underlying condition); and
3. may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

E. Permanent/Long-Term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. You or your family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider (e.g., Alzheimer's disease, a severe stroke, or the terminal stages of a disease). The continued existence of such a chronic condition is subject to certification no more than once every six (6) months.

F. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, including: cancer (chemotherapy, radiation, etc.); severe arthritis (physical therapy); or kidney disease (dialysis).

Required Staff Member Notice

The staff member must provide the District Administrator with notice in a reasonable and practicable manner before leave taken under this policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for your own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with childbirth or adoption, the staff member must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practical due to uncertainty as to when leave will be required to begin, a change in circumstances or medical emergency, notice must be given as soon as practical. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

Employees must provide an explanation as to why proper advance notice was not provided in such cases and may be required to verify the explanation. Notice that was not provided timely without reasonable explanation may result in the denial of the leave request.

The staff member must provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave by submitting a FMLA leave request form to the District Administrator (forms available from the U.S. Department of Labor).

When planning medical treatment, the staff member should consult with his/her supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of the staff member's healthcare provider. The staff member is ordinarily expected to consult with his/her supervisor in order to work out a treatment schedule which best suits his/her needs, as well as the District's.

If a staff member must take more leave than originally anticipated, s/he must notify the District Administrator within two (2) business days of learning of the circumstances necessitating the extension.

Certification By Healthcare Provider

If a staff member requests leave due to his/her own serious health condition or the serious health condition of his/her spouse, child or parent, the Board requires that the leave request be supported by certification issued and signed by the healthcare provider for the individual with a serious health condition. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed. The Board reserves the right to certify all information permitted by law.

The staff member must provide the fully completed certification to the District Administrator within fifteen (15) calendar days of the date that the certification is provided to the staff member, unless it is not practicable to do so despite the staff member's diligent, good faith efforts. If it is not practicable to return the certification within fifteen (15) calendar days, it must be returned to the District Administrator as soon as practicable.

If the staff member fails to submit the certification, the leave or continuation of leave may be delayed until the certification is submitted. Further, any absence prior to the date the certification is furnished may be considered unauthorized. A staff member who is absent without authorization may be disciplined, up to and including termination.

The District Administrator will give a staff member a reasonable opportunity to cure any deficiency in a certification, but not fewer than seven (7) calendar days. It is the responsibility of the staff member or family member with a serious health condition to use a healthcare provider who will complete and furnish an accurate certification in a timely manner.

A member of the administration, other than the staff member's direct supervisor, may contact the healthcare provider to obtain answers to unanswered questions on the form or to clarify illegible answers and to authenticate the certification.

If the District Administrator doubts the validity of a certification, the District Administrator may require, at the Board's expense, that the staff member obtain a second opinion from a Board-designated provider, not regularly employed by the Board. If the opinions of the staff member's and the Board's healthcare providers differ, a third, final and binding opinion may be obtained. The staff member must cooperate in obtaining a second or third opinion including facilitating the transfer of pertinent records to the subsequent healthcare providers.

The District Administrator may request re-certifications on a periodic basis as permitted by law.

Designation of Leave

In all circumstances, it is the responsibility of the District Administrator to designate leave, whether paid or unpaid, as FMLA leave and to give the staff member notice of the designation and his/her rights and responsibilities under this policy.

The District Administrator will give the staff member the notice on each occasion that s/he notifies his/her supervisor of the need for leave that may be FMLA-qualifying, including, but not limited to, when the staff member requests another type of leave for an FMLA-qualifying reason. In the case of intermittent or reduced schedule leave, only one notice will be provided unless the circumstances regarding the leave have changed.

Absent extenuating circumstances, the District Administrator will provide to the employee a "Designation Notice" stating whether a request for leave has been approved or denied within five (5) business days. At a minimum, the staff member will be verbally notified whether leave is being designated as FMLA leave within five (5) business days of the date the staff member provides information to the District Administrator sufficient to enable him/her to determine that the leave is being taken for an FMLA-qualifying reason.

The District Administrator will confirm the verbal notice with the written notice as soon as feasible, but no later than the first payday following the verbal notice (unless the payday is less than one (1) week after the verbal notice, in which case the notice must be no later than the subsequent payday).

Manner In Which Leave Can Be Taken

Leave available under this policy may be taken in full and, under certain circumstances, may also be taken intermittently or on a reduced leave schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. Reduced schedule leave is leave that reduces the usual number of working hours per day or week. The staff member must consult with his/her supervisor and make a reasonable effort to schedule intermittent or reduced schedule leave so it does not unduly disrupt the District's operations.

Intermittent or reduced schedule leave due to a serious health condition must be medically necessary. Medically necessary means there must be a medical need for the leave and the leave can be best accommodated through an intermittent or reduced leave schedule, as certified by the healthcare provider in the Certification.

When leave is governed only by the FMLA, the District Administrator may offer a staff member a temporary transfer to another position for which s/he is qualified with equivalent pay and benefits that better accommodates the intermittent or reduced schedule leave when the need for leave is foreseeable based on planned medical treatment or the staff member takes such leave for the birth of a child or for placement of a child for adoption or foster care. The staff member may reject this offer in which case there will be no adverse effect on the leave or entitlement to return to the same or similar position following leave. Any time spent by the staff member in an alternative position will not count against the employee's FMLA leave entitlement.

Instructional staff members (i.e. individuals whose building administrator function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule governed only by the FMLA, which would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave, must elect either to:

- A. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

- B. transfer temporarily to an available alternative position offered by the District Administrator for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

The District Administrator may require instructional staff members who take Federal leave near the end of an academic term to extend their leave through the end of the academic term if:

- A. the leave is commenced more than five (5) weeks from the end of the term but the employee intends to return during the final three (3) weeks of the term and the leave is longer than three (3) weeks in duration;
- B. the leave is commenced within five (5) weeks of the end of the term and the employee intends to return during the final two (2) weeks of the term and the leave period was at least two (2) weeks in duration; or
- C. the leave commences within three (3) weeks of the end of a term and the leave was at least five (5) working days in duration.

Staff members whose leave is extended at the end of an academic term under this section will be charged against their FMLA entitlement only the time that they required for purposes of their leave.

Coordinating Leaves - Substitution

Generally, leave taken under this policy is unpaid. However, for leave governed exclusively by the FMLA, the staff member must use the following leaves provided by the Board, if available:

- A. vacation or personal leave, if available, for any family or medical leave;
- B. accrued paid family leave (i.e., paid leave covering the particular circumstances for which the staff member is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member; and
- C. accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the staff member's own serious health condition.

A staff member may not substitute paid leave for unpaid FMLA leave taken under this policy in any situation where the Board would not normally provide such paid leave.

For leaves governed by the WFMLA, a staff member may substitute paid or unpaid leave, which s/he have earned and accrued, for leave taken under this policy, if available. The Board reserves the right to deny substitution as permitted by law.

Any paid leave substituted for unpaid FMLA leave or WFMLA leave will decrease, in whole or in part, the staff member's FMLA and/or WFMLA leave entitlement.

Continuation of Benefits

A staff member will remain eligible for group health insurance benefits under the Board's group health plan during leave taken under this policy under the same conditions as coverage would have been provided if the staff member had been actively employed during the entire leave. However, the staff member has the option of choosing not to retain such coverage during family or medical leave.

During leave taken under this policy, the Board will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. The staff member will be responsible for paying his/her portion of health insurance premiums regardless of whether his/her family and medical leave is paid or unpaid. It is the staff member's responsibility to make arrangements with the District Administrator for making premium payments for group health insurance during leaves.

To the extent permitted by law, the Board reserves the right to require the staff member to place up to eight (8) weeks of health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty (30) days late.

The staff member's entitlement to benefits other than group health benefits during a period of family or medical leave is determined by the Board's policy regarding provision of such benefits when a staff member is on other types of leave.

If a staff member fails to return to work or fails to remain at work for a period provided under the law, the District may recover its portion of the premiums paid for medical benefit coverage during the leave, unless the reason for the staff member's failure to return to work is due to the continuation of the serious health condition or the onset of a new serious health condition.

Accrual of Benefits

The use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave. A staff member will not continue to accrue seniority or any other employment benefit during leave taken under this policy, except that such benefit shall accrue if the staff member elects to use other leaves provided by the Board, and if such benefits would normally accrue during such leave.

Employment Restoration

A staff member will generally be reinstated to the same position s/he held when leave began or a position with equivalent pay, benefits, and other terms and conditions of employment, if such position remains available, and the staff member possesses the ability to perform the essential functions of the job satisfactorily, with or without any accommodation that may be required by the Americans With Disabilities Act of 1990. The staff member, however, has no greater right to reinstatement or benefits than if s/he had been actively employed during the leave. Further, if the staff member gives unequivocal notice of intent not to return to work, s/he is not entitled to be reinstated.

A staff member who exceeds his/her FMLA/WFMLA leave, but remains off work under a non-FMLA/WFMLA leave policy, is not entitled to reinstatement to the same or a similar position under the FMLA/WFMLA; however, the staff member may be eligible to be reinstated under the non-FMLA/WFMLA leave policy.

A staff member who is able to return to work prior to the expiration of leave must notify his/her supervisor immediately. Upon such notice, the District Administrator will promptly reinstate the staff member to active employment, provided s/he has the present skill and ability to perform the essential functions of his/her job satisfactorily with or without accommodation. However, the reinstatement need not occur until the third business day following the staff member's notification of his/her ability to return to work.

Fitness For Duty Certification

If leave is due to the staff member's serious health condition, s/he must present certification to return to work to his/her supervisor upon returning to work. The staff member's principal attending physician must complete the

certification. The certification must indicate that the staff member has been released to return to work. It must also specify any physical or other limitation on the staff member's ability to perform regular or other duties and the duration of the limitations. No certification will be required when the staff member returns from intermittent leave, except as otherwise permitted or required by the Americans With Disabilities Act of 1990.

The certification will be limited to the particular health condition that caused the staff member's need for leave, except as otherwise permitted by the Americans With Disabilities Act of 1990. If the staff member is an "individual with a disability" within the meaning of the ADA, any fitness-for-duty physical examination or inquiry by the District will be job related and consistent with business necessity.

Reinstatement may be delayed until the staff member submits the certification. Under such circumstances, if the staff member does not promptly provide a certification or qualify for another leave of absence, s/he may be disciplined, up to and including termination.

With the staff member's permission, the Board's healthcare provider may contact the staff member's healthcare provider to clarify and authenticate the certification, but no additional information may be requested or required, and the staff member's return to work may not be delayed while the contact is being made. No second or third fitness for duty certification may be required.

Confidentiality

All medical information relating to leave, whether written or verbal, shall be kept confidential to the maximum extent possible. All medical documents including, but not limited to, medical certifications and return-to-work statements must be maintained in confidential, secure files separate from personnel files.

No Discrimination

Leave under this policy will not be used as a negative factor in employment actions, such as hiring, promotions, disciplinary actions or under attendance policies.

Miscellaneous

The District Administrator may designate another administrator to perform his/her duties under this policy.

A staff member who fraudulently obtains leave under this policy is not protected by this policy's job restoration or maintenance of health benefits provisions.

The District Administrator shall see that the policy is posted properly.

The District Administrator shall provide a copy of the policy upon the request of a staff member.

29 U.S.C. 2601 et. seq.

29 C.F.R. Part 825

103.10, Wis. Stats.

Wis. Admin. Department of Workforce Development (DWD) 225

National Defense Authorization Act of 2010

SECTION 10. CONFORMITY TO LAW

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

The Northern Ozaukee School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities.

The following person/people has/have been designated to handle inquiries regarding the non-discrimination policies:

*Mr. Tom Dorgan, HS Building Administrator
Northern Ozaukee School District
401 Highland Dr.
Fredonia, WI 53021
(262) 692-2453 ext 419
tdorgan@nosd.edu*

*Mrs. Barbara Peterka, Director of Pupil Services
Northern Ozaukee School District
401 Highland Dr.
Fredonia, WI 53021
(262) 692-2489 ext 411
bpeterka@nosd.edu*